## Exhibit 1

### OFFICE OF JUDICIAL RECORDS COURT OF COMMON PLEAS

Filed sho Altropled by the Office of Judicial Records 14 MAY 2019 1136 am

FO: HMC INCORPORATED 7190 Oakland Mills Road, #10 Columbia, MD 21046

COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/a PAR PUNDING,	: COURT OF COMMON PLEAS : PHILADELPHIA COUNTY
Plaintiff,	
v.	: No.
HMC INCORPORATED,	:
and	<b>1</b>
KARA DIPIETRO, GUARANTOR,	ž. 3
Defendants.	\$

#### NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Clerk, Office of Judicial Records

<u> </u>	JUDGMENT BY CONFESSION
Part Ave	JUDGMENT BY DEFAULT
	JUDOMENT IN REPLEVIN
	JUDGMENT ON GARNISHEE'S ANSWERS TO INTERROGATORIES
,	JUDGMENT ON AWARD OF ARBITRATORS
***********	JUDGMENT ON VERDICT
	JUDGMENT ON COURT FINDINGS
symonymanus	JUDGMENT ON WRIT OF REVIVAL

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: JOHN HARTLEY, ESQUIRE (215) 987-3671

## OFFICE OF JUDICIAL RECORDS COURT OF COMMON PLEAS

TO: KARA DIPIETRO, GUARANTOR 1836 Landrake Road Towson, MD 21204

COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/a PAR FUNDING,	: COURT OF COMMON PLEAS : PHILADELPHIA COUNTY	
Plaintiff,	:	
٧.	:	
HMC INCORPORATED,	No.	
and	;	
KARA DIPIETRO, GUARANTOR,	:	
Defendants.	:	
NO	TICE	
Pursuant to Rule 236 of the Supreme Court of Pennsy entered against you in the above proceeding as indicated	Ivania, you are hereby notified that a Judgment has been	
Clerk, Office of Judicial Records		
XXX JUDGMENT BY CONFESSION	*	
JUDGMENT BY DEFAULT		
JUDGMENT IN REPLEVIN		
JUDGMENT ON GARNISHEE'S ANS	SWERS TO INTERROGATORIES	
JUDGMENT ON AWARD OF ARBIT	RATORS	
JUDGMENT ON VERDICT		
JUDGMENT ON COURT FINDINGS		
JUDGMENT ON WRIT OF REVIVAL		
IF YOU HAVE ANY QUESTIONS CONCERNING T	HIS NOTICE, PLEASE CALL:	
ATTORNEY: JOHN HARTLEY, ESQUIRE (215) 987-3671		

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By: John Hartley, Esquire Attorney I.D. No.: 47106 By: Brian H. Smith, Esquire Attorney I.D. No.: 65627 20 N. 3<sup>rd</sup> Street Philadelphia, PA 19106

Attorneys for Plaintiff

(215) 987-3671

COMPLETE BUSINESS SOLUTIONS GROUP, INC. : COURT OF COMMON PLEAS PHILADELPHIA COUNTY d/b/a PAR FUNDING, Plaintiff, ٧, No. HMC INCORPORATED, and KARA DIPIETRO, GUARANTOR,

Defendants.

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the warrants of attorney, the originals or true and correct copies of which are attached to the complaint filed in the action, I appear for the defendant(s) and confess judgment, exclusive of costs, in favor of plaintiff(s) and against defendant(s) as follows:

Unpaid Receivables Interest (at the rate of 6% per annum from May 9, 2019, through date of filing, and continuing) Attorney Fees

\$11,407,826.93 \$7,501.04

\$570,391.35

TOTAL

\$11,985,719.32

COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/a PAR FUNDING

Brian H. Smith, Esquire

14 Date: May 18, 2019

#### COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By: John Hartley, Esquire Attorney I.D. No.: 47106 By: Brian H. Smith, Esquire Attorney I.D. No.: 65627 20 N. 3<sup>rd</sup> Street

Attorneys for Plaintiff

20 N. 3<sup>th</sup> Street Philadolphia, PA 19106 (215) 987-3671

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	;	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	;	PHILADELPHIA COUNTY
	:	
Plaintist,	1	
	:	
v.	÷	
		No.
HMC INCORPORATED,	¥-	
	;	
and	>	
	í	
KARA DIPIETRO, GUARANTOR,	1.	
	-;	
Defendants.	:	

#### AFFIDAVIT OF DEFAULT

COMMONWEALTH OF PENNSYLVANIA	:	
	;	5
COUNTY OF PHILADELPHIA	:	

Jamie McElhone, being duly swurn according to law, deposes and says that I am authorized to make this affidavit on behalf of Plaintiff Complete Business Solutions Group, inc d/b/a Par Funding ("Plaintiff" or "CBSG") and that:

Defendant HMC INCORPORATED ("Merchant") is believed to be a Maryland corporation with a last known address at 7190 Oakland Mills Road, #10 Columbia, MD 21046.

Defendant KARA DIPIETRO, Quaranter ("Guaranter"), is believed to be an adult individual with a last known address at 1836 Landrake Road. Towson, MD 21204.

Plaintiff and Merchant entered into six Factoring Agreements dated May 3, 2019, February 27, 2019, August 24, 2018, December 19, 2018, August 7, 2018, and October 3, 2018 (the "Agreements," a true and correct copy of which is attached to Plaintiff's Complaint in Confession of Judgment (the "Complaint") as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", and Exhibit "F" and incorporated herein by reference), pursuant

to which Merchant sold to Plaintiff and Plaintiff purchased from Merchant certain of Merchant's future receivables (the "Receivables") under the terms set forth in the Agreements.

Also, in connection with Merchant's execution of the Agreements and as a condition precedent to its effectiveness, Guarantor executed an individual Guaranty (the "Guaranty") personally guarantying Merchant's obligations under the Agreements (see, Complaint, Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", and Exhibit "F" at p. 9). Guarantor individually, jointly, severally, and unconditionally guaranteed payment of the sums due and owing to Plaintiff by Merchant. Guarantor is individually, jointly, severally, and unconditionally liable to Plaintiff for the sums due and owing by Merchant.

Pursuant to the terms of the Agreements, Plaintiff purchased from Merchant \$14,791,256.43 worth of Merchant's Receivables. Also pursuant to the terms to the Agreements, CBSO paid to Merchant the purchase price of the Receivables as required by the Agreements.

As of the filing of the Complaint in Confession of Judgment, Merchant has failed to deliver to CBSG the Receivables as required by the Agreements and is, therefore, in default of the Agreements, and Guarantor is in default of the Guaranty. CBSG has demanded that Merchant deliver the Receivables and that Guarantor satisfy the obligations under the Guaranty.

Judgment is not being entered against a natural person in connection with a consumer credit transaction or in connection with a residential lease. No current assignment has been made under the Agreements or the Quaranty. No judgment has been entered in any other jurisdiction.

Defendants are in default under the terms of the Agreements and/or the Guaranty in the amount of \$11,407,826.93. Defendants are in default of continuing interest at the rate of 6% per amount due and owing under the Agreements and the Guaranty in the amount of \$7,501.04 from May 9, 2019, and as of the date of fitting of the Complaint in Confession of Judgment.

Altorney fees in the amount of \$570,391.35 are owed by Defendants to Plaintiff pursuant to the Agreements and the Guaranty. The \$570,391.35 for attorney fees represents actual attorney fees incurred to date together with anticipated attorney fees associated with the enforcement of Defendants' payment obligations enumerated herein, among other matters. These include, without limitation, the preparation and filing of the instant Confession of Judgment and to execute upon the judgment as necessary until same is paid in bit. Plaintiff reserves the right to

assess additional attorney fees against Defendants in the event that a challenge to the instant Confession of Judgment is made by any Defendant or in the event that actual attorney fees exceed those anticipated herein

Signer understands that the statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/n PAR FUNDING

Junile McElhone

May 13, 2019

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By: John Hartley, Esquire Attorney I.D. No.: 47106 By: Brian H. Smith, Esquire Attorney I.D. No.: 65627 20 N. 3rd Street Philadelphia, PA 19106

(215) 987-3671

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC. : COURT OF COMMON PLEAS PHILADELPHIA COUNTY

Plaintiff, : No.

HMC INCORPORATED,

KARA DIPIETRO, GUARANTOR,

Desendants.

and

## NOTICE OF RIGHT TO RECOVER ATTORNEY FEES AND COSTS AND PROCEDURE TO FOLLOW TO STRIKE OFF OR OPEN A CONFESSED JUDGMENT

#### TO: ALL NAMED DEFENDANTS:

Pursuant to 42 Pa.C.S.A. 2737.1, you are hereby notified that a debtor who has been incorrectly identified and had a confession of judgment entered against him shall be entitled to costs and reasonable attorney fees as determined by the court.

Pursuant to 42 Pa.C.S.A. 2737.1, you are hereby notified of the instructions regarding the procedure to follow to strike off or open a confessed judgment under Pennsylvania Rule of Civil Procedure 2959, which is reproduced in full, in this Notice.

#### Pennsylvania Rule of Civil Procedure 2959 Striking Off or Opening; Judgment; Pleadings; Procedure

- (a)(1) Relief from a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.
- (2) The ground that the waiver of the due process rights of notice and hearing not voluntary, intelligent and knowing shall be raised only
  - (i) in support of a finther request for a stay of execution where the court has not stayed

execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

- (ii) as provided by Rule 2958.3 or Rule 2973.3.
- (3) If written notice is served upon the petitioner pursuant to Rule 2956. I (c) (2) or Rule 2973.I (c), the petition shall be filed within thirty days after such service. Unless the defendant(s) can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.
- (b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition, the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.
- (c) A party waives all defenses and objections which are not included in the petition or answer.
- (d) The petition and the rule to show cause and the answer shall he served as provided in Rule 440.
- (e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which in a jury trial would require the issues to be submitted to the jury the court shall open the judgment.
- (f) The lien or the judgment of or any levy or attachment shall be preserved while the proceedings to strike off or open the judgment are pending.

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By: John Hartley, Esquire Attorney I.D. No.: 47106 By: Brian H. Smith, Esquire Attorney I.D. No.: 65627 20 N. 3th Street Philadelphia, PA 19106 (215) 987-3671

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.	;	COURT OF COMMON PLEAS
d/b/a PAR FUNDING,	ř	PHILADELPHIA COUNTY
	¥	
Plaintiff,	8	
	r r	
V.	š	
	1	No.
HMC INCORPORATED,	;	
	¥.	
end	;	
	;	
KARA DIPIETRO, GUARANTOR,	}	
	¥	
Defendants.	ź	

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

23

## AFFIDAVIT OF INCOME, OF NON-CONSUMER CREDIT TRANSACTION, OF COMMERCIAL TRANSACTION & NON-RETAIL SALES AGREEMENTS OR CONTRACT, AND OF NON-MILITARY SERVICE

Jamie McElhone, being duly sworn according to law, deposes and says that she is an authorized representative of Plaintiff for purposes of the Confession of Judgment and related filings and that to the best of her knowledge, information, and belief:

- 1. the income of the or each individual Defendant is in excess of \$10,000.00 per year;
- this Confession of Judgment is not being entered against a natural person in connection with a consumer credit transaction;
- the transaction upon which the judgment being entered mose out of a commercial transaction and is not based upon a retail sales Agreements or contract;
- 4. Defendant(s) is(are) not engaged in the military service of the United States, within the purview of the Servicemembers Civil Relief Act of 2003, as amended; and

5. the name(s), approximate ages(s), residence address(es) of defendant(s) above-named is(arc) as follows:

Name: KARA DIPIETRO, Guarantor Age: Over 21 years 1836 Landrake Road Towson, MD 21204 Name: HMC INCORPORATED Age: N/A – business entity 7190 Oakland Mills Road, #10 Columbia, MD 21046

Junie McElhono

Signer understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn fatsification to authorities.

May 13, 2019

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By: John Hartley, Esquire Attorney I.D. No.: 47) 06 By: Brian H. Smith, Esquire Attorney I.D. No.: 65627 20 N. 3rd Street

Attorneys for Plaintiff

Philadelphia, PA 19106

(215) 987-3671

COMPLETE BUSINESS SOLUTIONS GROUP, INC. : d/b/a PAR PUNDING,

COURT OF COMMON PLEAS PHILADELPHIA COUNTY

Plaintiff,

٧,

No.

HMC INCORPORATED,

and

KARA DIPIETRO, GUARANTOR,

Defendants.

PRAECIPE TO ENTER CONFESSION OF JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE CLERK, OFFICE OF JUDICIAL RECORDS:

Please enter judgment in favor of Plaintiff Complete Business Solutions Group, Inc. d/b/a Par Funding, and against Defendant HMC INCORFORATED and Defendant KARA DIPIETRO, Guarantor, in the amount of \$11,985,719.32.

Brian H. Smith, Esquire

Attorneys for Plaintiff

14 Date: May Jal. 2019

#### Assessment of Damages:

Unpaid Receivables
Interest (at the rate of 6% per annum from May 9,
2019, through date of filing, and continuing)
Attorney Fees

\$11,407,826.93 \$7,501.04 \$570,391.35

TOTAL

\$11,985,719.32

Date: May 13, 2019

John Hartley/Esquire Brian H. Smith

Attorneys for Plaintiff

I hereby assess damages:

Clerk, Office of Judicial Records

#### CERTIFICATION OF ADDRESSES

The undersigned hereby certifies of record that the precise addresses of Defendants are:

KARA DIPIETRO, Guarantor 1836 Landrake Road Towson, MD 21204 HMC INCORPORATED 7190 Oakland Mills Road, #10 Columbia, MD 21046

The address of the plaintiff is:

Complete Business Solutions Group, Inc. d/b/a Par Funding 20 N.  $3^{\rm rd}$  Street Philadelphia, PA 19106

Date: May 13, 2019

John Hurthy, Esquire Brian H. Smith, Esquire Attorneys for Plaintiff COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By: John Hartley, Esquire Attorney I.D. No.: 47106 By: Brian H. Smith, Esquire Attorney I.D. No.: 65627 20 N. 3rd Street Philadelphia, PA 19106 (215) 987-3671

Attorneys for Plaintiff

COMPLETE BUSINESS SOLUTIONS GROUP, INC.: COURT OF COMMON PLEAS
d/b/a PAR FUNDING,

Plaintiff,

v.

IIMC INCORPORATED,

and

KARA DIPIETRO, GUARANTOR,

#### COMPLAINT IN CONFESSION OF JUDGMENT

Defendants.

- 1. Plaintiff is Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG" or "Plaintiff"), doing business at 20 N, 3<sup>rd</sup> Street, Philadelphia, Pennsylvania, 19106.
- 2. Defendant HMC INCORPORATED ("Merchant") is believed to be a Maryland corporation with a last known address at 7190 Oakland Mills Road, #10 Columbia, MD 21046.
- Defendant KARA DIPIETRO ("Guarantor"), is believed to be an adult individual with a last known address at 1836 Landrake Road. Towson, MD 21204.
- 4. Plaintiff and Merchant entered into six Factoring Agreements dated May 3, 2019, February 27, 2019, August 24, 2018, December 19, 2018, August 7, 2018, and October 3, 2018 (the "Agreements," a true and correct copy of which is attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", and Exhibit "F" and incorporated herein by reference), pursuant to which Merchant sold to CBSG and CBSG purchased from Marchant certain of Merchant's future receivables (the "Receivables") under the terms set forth in the Agreements.
  - 5. Also, in connection with Merchant's execution of the Agreements and as a condition precedent to

its effectiveness, Guarantor executed an individual Guaranty (the "Guaranty") personally guarantying Merchant's obligations under the Agreements (see, Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", and Exhibit "F" at p. 9). Guarantor individually, jointly, severally, and unconditionally guaranteed payment of the sums due and owing to Plaintiff by Merchant. Guarantor is individually, jointly, severally, and unconditionally liable to Plaintiff for the sums due and owing by Merchant.

- 6. Pursuant to the terms of the Agreements, Plaintiff purchased from Merchant \$14,791,256.43 worth of Merchant's Receivables.
- Also pursuant to the terms to the Agreements, Plaintiff paid to Merchant the purchase price of the Receivables as required by the Agreements.
- 8. As of the filing of this Complaint in Confession of judgment, Merchant has falled to deliver to CBSG the Receivables as required by the Agreements and is, therefore, in default of the Agreements, and Guarantor is in default of the Guaranty.
- CBSG has demanded that Morchant deliver the Receivables and that Guarantor satisfy the
  obligations under the Guaranty.
- 10. Judgment is not being entered against a natural person in connection with a consumer credit transaction or in connection with a residential lease.
  - 11. No current assignment has been made under the Agreements or Quaranty.
  - 12. No judgment has been entered in any other jurisdiction.
- 13. Defendants are in default under the terms of the Agreements and/or the Quaranty in the amount of \$11,407,826.93, which is the amount of non-deliverable receivables.
- 14. Defendants are in default of continuing interest at the rate of 6% per annum due and owing under the Agreements and the Guaranty in the amount of \$7,501.04 from May 9, 2019, and as of the date of fifing the Complaint in Confession of Judgment.
- Aftorney fees in the amount of \$570,391.35 are owed by Defendants to Plaintiff pursuant to the Agreements and the Guaranty. The \$570,391.35 for attorney fees represents actual attorney fees incurred to date together with anticipated attorney fees associated with the enforcement of Defendants' payment obligations

enumerated herein, among other matters. These include, without limitation, the preparation and filing of the instant Confession of Judgment and to execute upon the judgment as necessary until same is paid in full. Plaintiff reserves the right to assess additional attorney fees against Defendants in the event that a challenge to the instant Confession of Judgment is made by any Defendant or in the event that actual attorncy fees exceed those anticipated herein.

- Defendants have failed and continue to fail to tender the obligations set forth herein.
- Plaintiff hereby confesses judgment pursuant to the warrants of attorney contained in the 17. Agreements and the Guaranty.

WHEREFORE, Plaintiff demands this Honorable Court grant judgment in favor of Plaintiff and against Defendants, jointly and severally, for the sum of \$11,985,719.32, as follows:

Unpaid Receivables Interest (at the rate of 6% per annum from May 9, 2019, through date of filing, and continuing) Attorney Fees

\$11,407,826,93

\$7,501.04

\$570,391.35

TOTAL

\$11,985,719.32

COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/s PAR FUNDING

> John Hardey, Esquire Brian H. Smith, Esquire

Attorneys for Plaintiff

Date: May 13, 2019

#### VERIFICATION

Jamle McBlhone hereby states that she is an authorized representative of plaintiff for purposes of the foregoing Complaint in Confession of Judgment and verifies that the statements made in the civil action complaint are true and correct to the best of her knowledge, information, and belief. Further, any averments made in the alternative are based upon personal knowledge and/or information and belief. The language of the Complaint is that of counsel and not of signer. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Some TE EDE

Dale: May 13, 2019

Filed and Attracted by the Office of Judinfad Records 14 thy 2010 11:36 nm A Stringthy

# EXHIBIT "A"

Docussign Envelope ID: 1F680B3A-4B0A-46B7-9CC9-7590EF03E054

22 N 3<sup>80</sup> Street Philadelphia, Pennsylvania 19306 Photic: 215-922-2636 Vax: 888-305-7562

#### FACTORING AGREEMENT

Dated the 24 M day of AUGUST, 2018 by and between Complete Business Solutions Group, inc. ("CBSG" andfor "PURCHASER") and the "SELLEWMERCHANT" listed below (as "Kellerliverchant" or "the Merchant").

Business Legal Name: HMC INCORPORATED

an arsev are still at the e

DIBIA: HMC INCORPORATED

Type of entity (check and ] ] Corporation | ] LLC | ] Limited Partnership | ] Limited Liability Partnership | ] Sole Proprietor

Physical Address: 7190 OAKLAND MILLS RD 1/10, COLUMBIA, MD 210-16 Mailing Address: 7190 OAKLAND MILLS RD HO, COLUMBIA, MD 21046

Fed 10%; \$2-2005467

PURCHASE AND SALE OF FUTURE RECEIPTS WITH SELLER RECOURSE

ScherMerchaol hereby sells, assigns and transfers to CHSG (making CBSG the absolute owner) in consideration of the funds provided ("Parchine Piler") specified below, bil of Scheristenthal's betwe receipts, accounts, contract rights and other ubligations orising from at relating to the payment of monies from Selled Merchant's customers' and for third party payers (collectively the "Mascipis" defined as all payments made by cash, check, credit or debit card, electionic nuncter or other foun of monetary payment in the ordinary course of the merchant's business) until such time as the Reseigns Furthered Author (REA) has been delivered by Seller/Merchant to CBSG.

#### THIS IS A PACTORING AGREEMENT WITH RECOURSE.

The Parchased Amount shall be paid to CBSO by Setter/Merchani's irrevocably unborizing only may depositing account acceptable to CBSO (the "Assumer") to remit the Daily Specified Amount from the SulicilMereliant's receipts until such time as CitSG receives payment in full of the Receipts Pareliased Amount In consideration of servicing the account, the Sellent-Merchant hereby authorizes CBSC to ACH debit the "Specified Daily Athorne" from the merchant's back account, as unapproximation of the base payered due under the Specified Percentage. It is the Selter/Merchant's responsibility to provide back statements for any and all back securing by the Merchant to reconcile the dully payments made against the Daily Specified Amount. Padure to provide all of their bank statements in a timely moment or missing a month shall forfest all rights to fitture reconciliations. CBSO may, apon Selbert/Merchant's request, adjust the amount of any payment due under this Agreement at CBSG's sole discretion and its it decans appropriate in servicing this Agraement. Setter/Afterchain warraids that it will ensure that funds adequate to cover the amount to be debited by COSG sensing in the negation. Selfer/Mechant will be held responsible for any fees incurred by CBSG resulting from a rejected ACN attempt or an excit of default. (See Appendix A) CBSG is not responsible for any overdrafts or rejected transactions in the School Merchants mounts which may result from CBSG's schedulal ACH slebit under the terms of this agreement. Notwithstanding anything to the courtsny in this Agreement or any other agreement between CBSC and Seller/Merchant, opin the unlation of any provision contained in Sections Land It of the FACTORING AGRIEMENT, shall be decreed a breach of the representations and warranties contained lierein. A liss of all free applicable under this FACTORING AGREEMENT is consumed in Appendix A

Procedure Pries: 81,816,756.14 Specified Percentago: 16% Daily Specified Animatic Social Control of Control Control of Co 87.102.132.13

Treat 642 / Involver: 2662, 2896, 2946, 2948, 2994, 2092, 1868, 1861, 1862, 1861, 1864, 1864, 1865, 1867, 1869, 1618, 1811, 1812, 1811, 1811, 1811, 1815, 1815, 1818, 1817, 1828, 3021, 3022, 3023, 3024, 3025, 4026, 3028, 3029

Afree 4d Plays, Principal to be reignand or weavilf reassess factor rate

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGES 2 THROUGH IT HEREOFARE HERBY INCORPORATED HEREIN AND MADE A PART OF THIS FACTORING ACREEMENT

FOR THE SELLIBRIMERCHANT BE KARA DIPIETRO, OWNER Shore and Title

FOR THE SECUERAMERCHANT By JUARA OFFICTRO, OWNER

Some and Infe-

bara Vifictro

leara Vifictro

ayayatagtabaay. (SellenSlerchem Signahov)

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

Company Officer

To the extent set forth berein, each of the parties is utilizated upon hird her or its exception of the Agreement to all terms of the Agreement, distributing the Additional Terms set forth below. Buch individual executing this Agreement represents that be or size is authorized to sign this Agreement for Acceptant, legally broking said Adeschant to home the terms of this obligation and that the information provided herein and in all of CBSO documents, forms and recorded microises is true, accounted unit complete in all requests. If any such information is false or misleading, Mendum shall be decided in staterial breich of all agreements and the representations and varionlies enturined herein between Merchant and CHSC and CHSC shall be cruitful to all temedies available under law. Murclant and rach of the above-signed Officers Chances audianizes CBSG, its algents and representatives and any credit-reporting agency engaged by CBSG, to (i) investigate any references given or any other sudements or than obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit report at any time now or for 10 long as Adelephan and Owner(s) continue to have any abligation owed to CHSO

ANY MIRREPRESENTATION MADE BY SELLERIMERCHANT OR OWNER IN CONNECTION WITH THIS ACREMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISIEPRESENTATION AS

Page | 2



22 N 3<sup>80</sup> Sitees Philadelphia, Penasylvania 19106 Phone: 215-922-2636 Fax: 688-105-7562

#### HMC INCORPORATED

#### 08/24/2018

n 10B	PROJECT NAME	PROJECT NAME CONTRACT TOTAL COST TO COMPLE		COST TO COMPLETE
2662	PG COUNTY COURTHOUSE	\$	599,405.00	391,683,00
2006	ARMADA HOFFLER CONST	\$	2,288,447.16	36,000.00
2948	ROBINS & MORTON GROU	\$	1,661,392.00	499,474.40
2948	ELMIRA COLLEGE - NY	\$	614,256.00	125,000.00
2008	POTOMAC CONSTRUCTION	\$	114,853.36	2,550.00
2999	POTOMAC CONSTRUCTION	\$	132,174,08	2,750,0
3000	GILBANE BUILDING COM	\$	302,393:00	193,649.0
3001	BOOZ ALLEN - HITT	<b>§</b> .	103,133.02	200.0
3002	POTOMAC CONSTRUCTION	\$	110,284.32	300.0
3003	GILDANE BUILDING COM	5	71,376,00	0.000,6
3004	FCL BUILDERS	\$	198,722.23	10,000.0
3006	SALISBURY BROADCAST GROUP	3	22,070.33	2,700.0
3007	8002 ALLEN 2ND FL	\$	1,974.40	1,400.0
3009	HENSEL PHELPS - NIST	\$	22,000.00	13,200.0
3010	DEPT DEFENSE	\$	0,107.12	5,700.0
3011	HARFORD MEMORIAL HSPT	\$	10,158.00	7,100 0
3012	BALTIMORE NATIONAL 200	\$	3,769.08	2,800.0
3013	ST FRANCIS UNIVERSITY	\$	28,371,00	18,500,0
3014	MAGRUDER HIGH SCHOOL	\$	28,740,12	10,000.0
3015	OREAM BUS	\$	4,776.42	3,343.6
3016	PWC BUILDERS		8,460.00	943.5
3017	JOHN HOPKINS UNIVERSITY	Š	17,905.21	12,500.0
3020	RESIDENCE INN BALTHAORE	\$	136,850 45	95,300,68
3021	COPT - ACOE	\$	1,376.81	963.5
3022	MITCHELL COURT HOUSE	\$	207,694.32	145,000.0
3023	SALISBURY BROADCAST GROUP	\$	3,398.00	2,260.0
3024	PROS HO MILLER DRIVE	\$	02,097.83	55,500.1
3025	G.W.U. UNIV. CAFE	\$	0,197.00	5,700.
3028	BOOZ ALLEN MOLEAN	S	16,600.00	10,500.
3026	DISCOVERY BLDG	s,	1,722.00	1,200.0
3029	HARFORD COUNTY COURTHOUSE	\$	223,000,00	150,000
		\$	7,056 254 95	( Ln16.750

Merchant bijthali

Page 11

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FACTORING A CREEMENT TERMS AND CONDITIONS

22 N 3 no Street Philadelphia, Pennsylvania 19106 Phone: 215-927-2016 Pag. 888-365 7562

GENERAL TERMS OF ACREEMENT (MITTIAL WARRANTIES) REPRESENTATIONS

. 1 (8) 21 . 2 3 (8 2 18

t.) Electronic Fund Transfer. Upon regrest from PURCHASER ("beneinfler COSO or Purchase") SellectMersham ("beneinaller Merchant") shall execute nuch forms or agreements acceptable to PURCHASER, with Bank necessable to PURCHASER, to obtain electronic fund transfer services. Metchant shall provide PURCHASER, andrer its authorized agent with all the information, authorization and passwords pecessary for verifying Merchant's receivable, receipts and deposits into the account Merchant shall authorize PURCHASER and/or it's agent to deduct the numeric towed to PURCHASER for the Receipts of specified learning from sculputed authority which would otherwise he due to Merchant from electronic cheek transactions and to pay such amounts to PERCHASER by must up ply an anomalous to subdiving the SPECIFIED DAILY AMOUNT by ACH deliking of the occount The authorization stand he incorrectly without the written consent of PURCHASER

1,2 Deposit Agreement. Softer/Merchant shall execute an agreement (the "Deposit Agreement") acceptable to an agreement the repose agreement acquisite to PURCHASER, with a Bank acceptable to PURCHASER, to obtain electronic hard transfer services Merchant shall provide PURCHASER and/or its authorized agent with all of the information, authorizations and passwords necessary for verifying numerizations and possional successity or verying Merchan's receivables, receipts and deposite into the necessit Merchant shall outbative PURCHASER and/or it's agent to deduct the amounts owed to PURCHASER for the Receipts as appendited herein from scuttement amounts which would wherevise he did to Merchant from electronic check transactions and to pay such amounts to PHICHASER by permitting PURCHASER to winding the specified percentages by ACH debition of the account. The authorization shall be increasable without the written consent of PURCHASER

term as our finth above. Opin the explinition of the form, this Agreement shall notionalizably tenous for successive similar terms, provided, however, that during the tractical term(s) felections may terminate this Agreemen apon thosy days' prior welter militer (efficility upon receipt) to PURCHASHR. The termination of this Agreement shall not affect between the responsibility to satisfy all outstanding obligations to PURCHASER stabs time of termination 1,4 Fature Porchases, PURCHASER reserves the right to rescind the offer to make any purchase payments becomder, in its safe discretion.

LS Financial Candillan, Merchant authorize FURCHASER and its agents to investigate their Anancial responsibility and history, and will provide to PURCHASER any bank or financial statements, tax returns, etc., at PURCHASER deems accessary prior to be at any time after execution of this Agreement, a photocopy of this authorization will be decided as acceptable for release of financial Information, PURCHASER is authorized to undate such information and fluoristic profiles from time to time as it deems appropriate. LG Transactional History, Merstant mathemass that

being to provide PURCHASIR with Merchant's banking or processing bistory to determine qualification or continuation in this program. Page 14

1.7 Indemnification Merchant jointly and severally indemnity and hold harmiess Processor, its officers, directors and shareholders against all lasses, damages, claims, liabilities and expenses (including reasonable attenney's fees)

incurred by Processor resulting from (a) claims asserted by PURCHASER for manies award to PURCHASER from Marchant and (b) nations taken by Processor in sclience upon information or instructions provided by PURCHASER

1.8 No Clability. In no event with CBSG be finble for any elaims asserted by Merchant under any legal theory for lost profits, lost revenues, lost business apparamities, exemplary, panitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant

varies by receivant.

1.3 Reliance on Teoms, Section 1.3.7, 1.8 and 2.5 of this Appendix are agreed to for the besteff of Merchant, PURCHASHR and Processor, and netwithstending the fact that Pracessor is not a party of this Agreement, Processor may rely upon their terms and this them as a defense in any notion

(.11) Sale of Receipts. Merchant and CBSG agree that the Purchase Price under this Agreement is in exchange for the Purchased Amount and that such Purchase Price is not intended to be, nor shall it be construed as a land from PURCHASER to Merchant Merchant agrees that the Purchase Price is in exchange for Future Receipts pursuant to this Agreement equals the fair market value of such Receipts PHRCHASER has purchased and shall never all the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are cremed Payments made to PURCHASER with respect to the full uniount of the Receipts shall be conditioned appin Merchant's take of products and services and the payment therefore by Merchant's customers in the manner provided in Section 11. IN NO EVENT SHALL THE AGGREGATE OF THE AMOUNTS RECEIVED BE DEEMED AS INTEREST HERELINGER In the event that a count determines that PURCHASER has charged or received interest hereunder, and that said amount is in excess of the highest applicable rate, the rote in effect bereinder shall The state of Appearant. This Appearant stall have a numanifold by related to maximum must remain furth above. Open the expinition of the term, permitted by applicable law and PURCHASER shall promptly refund to Morehunt may interest received by FURCHASER in excess of the maximum layers rate. it being intended that Marchant and pay or contact to pay, and that PURCHASER not receive or contact to receive, directly or hiditectly in any manner characters, inferent in excess of that which may be paid by Merchant under applicable law, MERCHANT ACKNOWLEDGES THAT PENNSYLVANIA LAW APPLIES TO THE WITTON AGREEMENT 1.11 Monthly Assessment of Merchant Cash Flow

1.31 (3) of the Archanty Assessment of Archand Lass room and or more ACH debits at the specified "Daily Renjewil Room the Account as an approximation of the base payment due under the Specified Percentage. It is the Merchant's responsibility to provide financial information (e.g. bank statements, credit card processing statements, funeral lindger) regarding its gross receivables, to reconcile the daily payments made against the Specified Pareamage, negatiting PARCHASER to debit or credit the difference to Merchant on a monthly basis so that the Daily Rentieval Rate equals the Specified Percentage 1,12 Power of Attainey Merchant increasily appoints PURCHASER as as agent and attoracy-mfact with full malinrily to take any action or execute any instrument or document to settle all obligations due to

PURCHASER from Processor, or in the case of a violation by Merchant of Section 1.12 or the accurrence of an Event of Default under Section 4 hereof, from Merchant, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monics due of to become the under or in tesecet of any of the Collateral; (iii) to receive, confuses and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with choose (i) ar clouse (ii) above; (iv) in sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account delitors to make physical directly to PURCHASER; and (v) to file only claims or take any nction or institute any proceeding which PURCHASER may down necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or otherwise to enforce its rights with respect in payment of the Purchased Amount.
Ltd. Protections: Against Belanft, Merchant

represents and warrants that it will not violate Conditions (a) through (e) below and in the seem of effoult theremoter the following Porticetions! Unrupli-ted by Durch (1) and the property and any be invoked by PURCHASER, immediately and without online to Merchant in the event: (i) Merchant takes may action to discontinge the use of electronic check processing that are settled through Processing that are settled through Processor, or printits may avent to occur that could have an advance. permits my event to occur that could have an adverse effect on the use, neceptance, or authorization of checks for the procluse of Merchaiot's services and moders including but not limited to direct deposit of any checks into a bank necessal without scanning but the PURCHASER electronic check processor; (b) Meichant changes its arongements with Processor in my way that is adverso to PURCHASER; (c) Merchant changes the electronic check processor through which the Receipts are settled from Processor to another telectronic check processor an empire of another processor that the processor is the check processor or promit on the country of the processor or promit on the property of the processor or promit or the property of the processor of the profit of the profit of the processor of the profit of the p electronic check processor, or permits any event to occur that could cause diversion of my of Murchan's theck paractions to another processor; (d) Merchant interrupts the operation of this business (alber than adverse weather, natural discotors or nets of God) numbers, number, sells, dispuses, transfers in otherwise conveys his business or assets without (i) the express prior written consent of PARCHASIER, and (ii) the written agreement of any purchaser or transferre to the examption of all of Murchant's obligations under this Agreement pursuant in deconstruction solidatory to PURCHASER; or (c) Merchant takes any action, fails to take any action, or officis any inventive economic or otherwise - the texult of which will be to induce any customer or customers to pay for Merekant's services with any means other than observe that are sented through Processer These protections are in addition to any other remedies available to PURCHASER at law.

in equity or otherwise parsumit to this Agreement Legisetion, i. The full inecollected Purchase Amana plus all fees the nader this Agreement and the attached Security Agreement become due and payable in full

inmediately
Reduction, 2. Upon breach of ANY MATERIAL
PROVISION OR BREACH OF REPRESENT-ATIONS AND WARRANTIES in this agreement, PURCHASER may enter that confession of judgment (judgment) with the Clerk of the Court and execute

Projection & Purchaser may enforce its security interest in the Culinteest identified in Article III insent Ecologians The entire Unpaid Purchase Amount shall

become immediately refundable to PURCHASER from Mexical

Striction

Sometimes S. Porchasting proceed to process and enforce as rights not tradence by lancast. In our social Meighou lahuds

bossoit in which Parchage shall recover indement against Merchant, Merchant shall be liable for the full within a business days. Alerchant's failure to do so is a

material literals of this Agreement 2.2 Gavernmental Approvals, Merchoni is in

costs in Principation of grant according to the reasonable attention. Test and court costs.

Principlion 6. Merchant shall, upon execution of this Agreement, deliver to PURCHASHR in executed assignment of leave of Merchant's premises in favor of CHSC. Upon breach of any provision in this paragraph 1-13, PURCHASUR may exercise its rights under such assignment of least Protession, I. PURCHASER may John Merchant's

costs of PURCHASER'S legal action, including all

depository accounts wherever situated by means of ACH debit or flactimile signature on a company agreement check thrown on Alerekant's lank account companer-

Projection 8. In the event Advished sharges of pentils the charge of the Processor opproved by CBSG, as adds an additional Processes, in violation of Section 1.11 above, CBSG shall have the right, without waiving any of its rights and remedies and without notice to becetant, to notify the new or additional Processor of the sale of the Receipts hereunder and to direct such new or additional Processor to make payment directly in CBSG of all or any portion of the amount received by such l'incessor.
1.14 Profession of Information, Merchant and each

1.14 Profession of Information, Merchant and cach person signing this Agreement on thehalf of Merchant andro as Owner, in sespect of hiracett or herself personally, multiprizes PURCHASER of disclose information consensing Merchant's and owner's credit standing finebasing credit hureau reports that PURCHASER offinings and tustiness conduct only to agents, inflatives, subsidiaries, and credit reporting bureaus Merchant and cach Owner hereby waives to the maximum extent permitted by low any claim for diamoness agents 4 PURCHASER of any of its attiliates. damages against PURCHASER or any of its altiliates damings against Pottermains in any or is attitudes relating to any (i) investigation undertaken by us on behalf of PURCHASER as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement

permitted by this Agreement
1.15. Centiletentiality. Merchain understands and
agree that the terms and conditions of the products and
convices affered by PLRCHASER, including this
Agreement and any other Pulotting this
distinguished to the conflictively. "Contificential
information" are projuctory and conflicted. datamentations (contentively, confidential information of PURCHASER, Accordingly, unless disclosure is required by law or court order, Merchant and disclose Confidential information of PURCHASER to any person other than an alturney, accountant, framedal advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the propose of advising Marchant and first agrees in writing to be bound by the terms of this Section 1.13

1.16 H/MA's, Meteliant hereby peknoseledges and ogices that PHICHASER may be using "doing business as" or "high" names in connection with various matters relating to the transaction between PHRCHASER and Merchant, including the fillian of UCCs i financing statements and other notices or Margs.

MERCHANT REPRESENTATIONS. WAIDLANTIES AND COVENANTS represents, warrants and covenants that as of this date and during the term of this Agreement:

1 I Changla Condition and Financial Information. 2.) Fluxuelai Condition and Francial Distributes a Bank and financial statements, and future Stiennous furnished to PURCHASER, fieldy represent the financial condition of Merchant at such date. Merchant lust a continuing, afternative subliquion to advise PURCHASER of any insterial or adverse change in its financial condition, operation of

compliance and shall comply with all laws and has valid pennits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged. eperate and rease as properties and to conduct the business in which it is presently engaged.

2.3. Authorization. Merchant, and the person's 2.14. 3° Party Negotiators with Regard to This signifing this Agreement on behalf of Merchant, have fell pures and subtrainy to more and perform the hereby agreement and the Obligations Herein. Merchant fell pures and subtrainy to more and perform the hereby agreement and the Obligations Herein. colligations under this Agreement, all of which have

been duly authorized 2.4 Inturance. Merchant will maintain business-interruption insurgace naming CBSG as loss payer and additional fusioned in unusuals and against ticks as we satisfactory to PURCHASER and thall provide PURCHASER proof of such financiae upon tequest 1.5 Electronic Check Processing Agreement.

AS precious Crieck recessing afternion, Merchand will not change its procurent and termonals, change its financial institution at bank occuoni(s) at take any other action that could have any actorise fixed upon Merchand's utilizations under this Agreement, without PURCHASER'S prior written coursen. Any such change shall be a material breach of this Agreement

2.6 Chaupe of Name or Location Merchant will not conduct Merchant's husinesses under my nome other than ay disclosed to the Processes and PHRCHASER or change may of its places of husiness.
2.7 Unity thatch Out. Merchant will batch out receipts

with the Processor on a daily basis.

1.8 Extopped Certificate. Merchant will at any time. and from time to time, upon at least une (1) day's prior colice from PURCHASER to Merchant, execute, notice from PURCHASER to Merchant, execute, acknowledge and deliver to PURCHASER and/or to my after person, person fine or corporation specified by PURCHASEIL, a statement centified that this Agreement is unmodified and in full force and effect for, if there have been modifications, that the same is in full force and effect us modified and nating the modifications) and stating the dates which the Forchastd Amount or any portion thresof has been

1.9 No Bankenpicy. As of the date of this Agressium, Merchant does out santemplate and has not filed any painten for banksupicy protection under Title 11 of the United States Cede and there has been no involuntary petition brought or proding against Merchant Merchant flusher warrants that it does not anticipate thing any such hadrupley petition and it does not auticipate that an involuntary petition will be filed against it. In the event that the Merchant files for bankruptey protection or is placed under an involuttory

titing Protections 2 and I are innershirtly invoked L10 Working English Funding Merchant shall not enter into any prantigenum, presentent or commitment that relates to or involves the Receipts, whether in the form of a parchase of, a lean sectors, collatoral against or the sale or purchase of credits against, Receipts or forme check tales with any party other than PURCHASHI

2.11 Unencumbered itecelpts. Merchant has good, complete and marketable fithe to all Receipts, five and clear of any and all habilities, fiving chains, changes, extensions, conditions, upiness, rights, mortanges, exceptly injectus, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contempolated with, or adverse to the interests of PURCHASER

aumuship PURCHASER may request statements of 2,12 Butiness impose. Merchant is a valid business in any thate during the performance of this Agreement and good standing under the laws of the jurisdictions in the Merchant shall provide them to PURCHARER which it is regarded under operates, and Merchant is which it is regarded and/or operates, and Merchant is entering into this Agreement FON BUSINESS PURPOSES ONLY and not us a constance for personal, family or household purposes.

Fax: 888 305-7562

22 N 3<sup>60</sup> Street Philadelphia, Pennsylvania 19106

Plione, 215-922-2636

Landy of nousenous purports.

1.13 Default under Other Controcts distributed execution of audion performance under this Agreement will not exuse or create an event of definit by Merchant

consolidators, or credit relief agencies with regard to its enganiums, a occurrent agreement win expansive militarists ander the terms of this Agreement Merchant will resimble and allow disea communication with PIRCHASHR of all times during the enuse of this Agreement and shall and engage any 3th party to regentate its obligations as stated in this Agreement Should Merchant violate this subsection 2.14. Merchant will be liable for the additional fee as spegific in the attached Appendix A
HT. EVENUS OF BREACH

HL EVENTS OF BREACH REPRESENTATIONS, WARRANTIES,

REPRESENTATIONS, WARRANTES, AND COVERNANTS AND REMEDIES

3.1 Exerts of Greach of Representations, Warrantles and Coverants The occurrence of my of the following events shall constitute an Frent of a Oceach of Representations, Vertonics, and Oreach of Representations, Westonties, and Carefroants' heretaulis. (n) Nesseltant shall violate any term of covenant in this Agreements (b) Any representation in somethy by Merchant in this Apreeniess shall prove in laye been incorrect, falso of Appearant stan payer at the cere measured, mean or misleading, in any interied respect when made (e) therefore shall admit in verticing the inability to pay its obbit, as shall make a general next proposition for the hearest in a coedinary, or any prospecting shall be instituted by or against bleecham seaking in adjudicate. instituted by 6 aguins receiving sealing in Applicate in a landscipt in insidered, or seeking recognitioning accompanion, adjustment, or companion of it in the date, (ii) the tending of matter of tennimation by MERCHAPT (c) Net-hand dall tomphan, and, intercept, acquired, dissiplice or tennimate its business. (f) Merchant shall transfer of self off or substantially all of its occurs, (h) Merchant shall make or send notice of of the species, (in) recreasing and major of generated in any intended halfs safe or transfer by Merichant, (i) Merichant shall not unduple depository accounts suffund the prior switten concert of PURCHASER, (i) Merichant shall closing it adoptating account sufficient the prior switten experient of PURCHASER, (ii) Merchant shall perform any act that technics the value of any Callateral general inder this Agreement, (1) Merchant shall connice a third party in tempolistic the terms of this Agreement on Merchant's behalf, (in) Merchant stall supple a third party in an intempt to cross direct combinated and a stall default most only PLORCHASTR, in (n) Merchant shall default most only of the terms, covernate and conditions of any other agreement with PURCHASER

3.2 Remedies, in case my livent of a Breach of Representations, Warranges and Covennuts, Default accurs and is not voiced pursuant to Section 4.4 ferruit PHICHASHR may project to project and enforce its rights or remedies by soil in equity or by action at law, or both, whether for the specific performance of any concurry, agreement or other provision contained herein, or to entirice the discharge of Merchant's obligations becomed as any other legal or equivable their representations and warranties. BY MERCHARO PURCHASER may also like a Complete in Control of Internation with their the Complete in Control of Internation in the third in the Complete in the Compl

Verstaan tamats

Page 15



powers and remedies of PURCHASIR in connection. SHALLFINO IT NECESSARY AND DESIRABLE. 4.5. Merefinit/Guaranter(s) barred from transfer. in addition to any other tights, powers or remedies

MERCHANT lieuch of warranties, covenants and representations under this Agreement, Merchant consents to PURCHASER'S sole or transfer of its remaining interests in MERCHANT'S receivables to a third party buyer of defaulted linancial obligations and instruments More specifically, MERCHANT recognizes PULICHASER'S nuthority to sell its interests in said receivables to New York Unity Factor, LLC ("NYUF") which MERCHANT authorizes to pursue legal remedies in NYIJF's home Stote of New York in the event of a breach of the warranties, covernants, and representations stated under this Agreement.

3.1 WARRANT OF ATTORNEY TO CONFESS AUDIGMENT. UPON THE OCCURRENCE OF A VIOLATION OF THE REPRESENTATIONS AND WAIDSANTIES MADE HERETOFORE BY MERCHANT, MERCHANT AUTHORIZE AND EN MHEVOCAM,V MERCHANT, MERCHANT RREVOCADIL, VAUTHORIZE AND EMPOWER ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD, TO APPEAR FOR AND CORNESS PHOEMERT AGAINST MERCHANT FOR SUCH SUMS AS ARE DUE AND/OR MAY RECOME DUE UNDER THIS MERCHANT AGRICUSTENT OR NY ACCOMPANYING DOCUMENTS. WITH OR WITHOUT DOCUMENTS, WITH OR WITHOUT BECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT, FOR LIEN PRIORITY PURPOSES, EQUAL TO TEN PRICENT (10%) OF THE AMOUNT OF SUCH BUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000,00), ADDED FOR ATTORNEYS (\$1,000.00), ADDED FOR ATTORNEYS' COLLECTION FEES, WITH THE ACTUAL TO BE DETERMINED IN ACCORDANCE WITH THE SECTION OF THIS MERCHANT AGREEMENT "ATTORNEY'S FEES AND COLLECTION COSTS." TO THE EXTENT PERMITTED BY LAW, MERCHANT; (I) WANYETHE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, YOUNTARILY CONDEMNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS YOLMMTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON THAT ANY REAL ESTATE MAY BE SOLD ON Agreement shall be effective unless the same shall be a WRIT OF EXECUTION; (2) WAIVE AND in writing and signed by PURCHASER. RELEASE ALL RELIEST FROM ALL. 42. Assignment PURCHASER unay assign, transfer or APPEAL LAWS OF ANY STATE NOW IN delegate its duties becauser, cither in whole or in part FORCE OR HEREINAFTER ENACTED; AND (2) 4.3 Notices. All unities, requests, consent, demands RELEASE ALL ERRORS IN SUC11 und other communications bereinder thall be delivered PROCEEDINGS. IF A COPY OF THIS by certified mult, return receipt requested, to the ABERCHANT ACREEMENT, VERTIFIED BY respective parties to this Agreement and chalesses set APFIDAYIT. BY OR ON BEHALF OF forth in this Agreement and shall become effective only purchaser shall, HAVE BEEN PILED IN 1800 receipt. SUCH ACTION, IT SHALL NOT BE A WAIREN Henselles No foilure on the part of NECESSARY TO FILE THE ORIGINAL PURCHASER to excreise, and no delay mexercising. MERCHANT AGREEMENT AS A WAIRANT any right under this Appendent shall operate at a OF ATTORNEY. THE AUTHORITY AND waiver thereof, no shall any single or partial exercise. NOTE BE EXHAUSTED BY THE INTITAL right the remadies provided hereunder are cumulative EXERCISE. THEREOF AND MAY BE and not exclusive of any remedies provided by law of EXERCISED AS OFTEN AS PURCHASER equity.

with this Agreement may be exercised at any time by AND THIS BUSINESS CASH ADVANCE AND PURCHASER after the occurrence of an fivent of SECURITY AGREEMENT SHALL BE A Default, are consultative and not exclusive, and shall be SEPTICIENT WARRANT THEREFORE. PURCHASER MAY CONFESS ONE OR MORE provided by line of equity.

JUDGMENTS IN THE SAME OR DIFFERENT
3.3 Conseal to Sale Francier of Interest: Justem of JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BREN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT'S BEHALF FOR ANY REASON. PURCHASER 18 HERERY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IP DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PRIOUPROCEEDINGS.

3.41 NOTWITHSTANDING ANYTHING TO THE 3.41 NOTWITHSTANDING ANYTHING TO THE convenient to it, and submits to the juried CONTRARY IN THE FACTORING Acceptable Forums and wnives may and a CREEMENT, THE CONFESSION OF to jurisdiction or reduce Should such produced the provided of t WARRANTIES MADE DY THE SELLER IN THE

AGLIGITING AGREEMENT.

3.5 Costs Marchant shall have heen salisfied in full mid-this Agreement shall have terminated.

3.6 Costs Marchant shall have terminated.

3.7 Costs Marchant shall have terminated.

3.8 Envertability in case any of the provisions in this Agreement is found to be invalid, illegal or marchared the cofference that of the Covenants in this Agreement and the cofference that thereof, and this time cofference. AMOUNT OF ATTERNAYS FERS AND COSTS PURCHASISIN remedies of faith in Section 62 TO BE DETERMINED IN ACCORDANCE WITH above, including but not limited to court costs and attorneys' fees
2,6 Required Statifications, Meschant is required to

give PIRCHASER written notice within 24 hours of any fling order 14th 11 of the United States Code Mecchant is required to give PURCHASER seven days written notice prior to the relating of any sale of all or substantially all of the Merchant's assets or stock IV. MISCELLANEOUS

4.1 Modifications; Agreements. No modification, amendment, waiver or consent of any provision of their Agreement shall be effective unless the same shall be

D IN upon receipt

RE 4.4 Walver Remedies No follow on the part of OF ATTORNEY. THE AUTHORITY AND waive illereal, not shall any single of partial exercise POWER TO APPEAR FOR AND CONFESS of any right under this Agreement preclade any other AUDIGMENT AGAINST MERCHANT SHALL or finitely exercise thereof of the exercise of any other

22 N 3m3 Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636

This Agreement shall be bending upon and force to the beauth of Merchant, PURCHASER and their respective successors and instigny, except that Merchant shall not have the right to assign its rights becomder or any interest herein without the prior written consent of PURCHASER which consent may be withheld in PURCHASER'S sole discretion, PURCHASER reserves the rights to assign this Agreement with ur without prior written notice to Mereinant or Guarantor(s),

4.6 Governing LandburksdiellandVenue for illsoutes All signatories to this Appendiculation consent that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of an accordance with the may a the Continuesant or Perinsylvatia, without regards to any applicable principuts of conflicts of law. Any son, action a proceeding arising hereunder, or the interpretation, performance or breach hereof, shall, if PURCHASER so elects, be instituted in the Court of Common Pleas, Philadelphia County, Federal Court for the Eastern District of Pennsylvania, or the Philadelphia County Municipal Court, (the "Acceptable Formus") Murchant agrees that the Acceptable Formus are convenient to it, and submits to the jurisdiction of the Acceptable Former and wrives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forom, Merchant waives any right to oppose any motion or application made by PURCHASTER to transfer such proceeding to as

representations, warranties and covenants herein shall survive the execution and delivery of this Agreement nud shall continue in full force until all obligations under this Agreement shall have been satisfied in full

enforceability of any other provision contained herein shall not in any way be affected or impaired.

4.9 Entire Agreement. Any provision benefiprohibited by faw shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions beased. This Agreement and Security Agreement become analogy the entire agreement between Merchant and PURCHASIER and supersolv all prior agreements and understandings relating to the subject matter hereof.
4.10 JURY TRIAL WALVER, THE PARTIES

4.10 JURY TRIAL WAIVER, THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY FEBLATED TO THE FRANKACTHORS OF WHICH THIS AGREEMENT IS A PART ORTHE ENFORCEMENT HEREOF, THE PAITIES ENFORCEMENT HEREOF, THE PAITIES WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THER ACTORNEYS. THER ATTORNEYS.

4.11 CLASS ACTION WAIVER, THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY HERETO WAIVE ANY THE OTHER PARTY AS A REPRESENTATIVE OR MEADER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHEDTED BY LAW ACAINST PLEIL POLICY TO THE PARTY IS

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Page 16

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PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENT-ATIVE ACTION AGAINST THE OTHER, THE PARTES REREBY AGREE THATE (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS! FERSOR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT; AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
4.12 Counterparts & Facsimile/Email Signatures. This Agreement may be excepted in any number of counterports each of which shall be deemed one and the agency instrument. Further, facsimile and email signatures shall be deemed one and purposes, PERMITTED BY LAW OR COURT OF LAW TO

purposes.

22 N 3<sup>ku</sup> Street Philadelphia, Penrxylyania 19106 Phone: 215-922-2636 Fax: 888-305-7567



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22 N 3<sup>(9)</sup> Street Philadelphia, Pennsylvania 19166 Pitane: 215-922-2636 Fax: 888-305-7562

Seller/Merchani's Legal Name: HMC INCORPORATED DOA HMC INCORPORATED

Physical Address: 7190 OAKLAND MILLS RD MO, COLUMBIA, MD 21046

FIGURE # (Merchant); \$2-2005467

#### SECURITY AGREEMENT

Security Interest. To secure SELLERUMERCHANTS'S performance obligations to PURCHASER under the "Factoring Agreement", SELLERIMERCHANT hereby grants to PURCHASER a security interest in (a) all ecounts, chatted paper, documents, equipment, general intengibles, instruments, and inventory, as that term are defined in Article 9 of the Uniform Commercial Code (the "UCC"), now or bereafter owned or acquired by SELLERIMERCHANT; and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and 8 collectively, the "Callateral")

Cross-Collateral, To secure MERCHANT's payment old performance obligations to PURCHASER under this Security Agreement (the "Agreement"), MERCHANT hereby grains PURCHASER a security interest in \_\_{this "Additional Culinteral"). MERCHANT understands that PURCHASER will have a security interest in the aforesald Additional Collateral upon execution of this Agreement.

NELLERIMERCHANT acknowledge and agree that any security interest granted to PURCHASER under any other agreement between SELLER/MERCHANT and PURCHASER (the "Cross-Colluteral") will recure the obligations between the FACTORING Agreement.

SELLER/MERCHANT agrees to execute any documents or take my action in connection with this Appearance as PURCHASER docum necessary to perfect or maintain PURCHASER. Test priority recently interest in the Collisteral, the Additional Collisteral and the Cross-Collisteral, including the execution of any account count ingrements SELLER/MERCHANT hereby authorizes PURCHASER to file any frameting statements themsed necessary by PURCHASER to operate or maintain PURCHASER's security interest, which frameting statement may contain notification that SELLER/MERCHANT have granted a negative pledge to PURCHASER with respect to the Collisteral, and this any subsequent lieu or may be transactly interfering with PURCHASER with respect to the Collisteral Additional Collisteral and the Cross-Collisteral, and this any subsequent lieu or may be transactly interfering with PURCHASER with respect to the Collisteral Additional Collisteral and the Cross-Collisteral and this area subsequent lieu or may be transactly interfering with PURCHASER in gives SELLER/MERCHANT shall be liable for and PURCHASER may charge and collect all ensist and expenses, including has not limited to alturney's fees, which may be instituted by PURCHASER in protecting, preserving and enforcing PURCHASER's regions are collisional enforcing PURCHASER's security interest and rights

Negative l'Itage. SELLERIMERCHANT agress not lo create, incur, assuma, ar permit so exist, directly or indirectly, any tien on or with respect to any of the Collateral, the Additional Collateral or the Cross-Collateral, as applicable.

Consent to Enter Premises and Assign Lease PORCHASER shall have the right to once SELLER/MERCHANT default in the payment of cent of the Riboving terms in the event SELLER/MERCHANT for compayment of rent or for summary eviction, PURCHASER may execute the rights and remedies under the Assignment of Lease. SELLER/MERCHANT also agrees that PURCHASER may enter into an agreement with SELLER/MERCHANT and to fall of giving PURCHASER the rights of the purpose of practeting and preserving same, and (b) to exite SELLER/MERCHANT'S premises and to take possession of the fixtures and equipment therein to the purpose of practeting and preserving same, and (b) to exite SELLER/MERCHANT'S lease to another qualified SELLER/MERCHANT capable of operating a business comparable to SELLER/MERCHANT as such promises.

Remedia. Upon any Event of Default, PURCHASER may pursue any remedy assoluble at law (methoding those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise

SKLLEBIMERCHANT RY: KARA DIPIETRO, OWNER Izara Difidro

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Case ID: 190501349

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22 N 3403 Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fux: 888-305-7562

#### DISCLOSURE FOR CONFESSION OF JUDGMENT

APPIANTS

KARA DIPIRTRO

OBLICES:

Complete Business Solutions Group, Inc. d/b/s Par Funding

The undersigned have executed, end/or is executing, on even due herewith, one or more of the following instruments under which the Merchant is obligated to repay movies to Obliger

Factoring Agreement dated AUGUST 24, 2018; and

A THE MERCHANT ACKNOWLEDGES AND AGREES TRAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGGE MAY ENTER JUDGMENT BY CONFESSION AGAINST THE MERCHANT. BEING FULLY AWARE OF THE MERCHANT'S RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSECTED AGAINST THE MERCHANT BY OBLIGGE THEREBUNDER HISTORE JUDGMENT IS ENTERED. THE UNDERSIGNED HERBBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRISSLY AGREES AND CONSENTS TO OBLIGEE'S ENTERING JUDGMENT AGAINST THE MERCHANT BY CONFESSION DIRECTIONS OF THE PROPERTY OF THE MERCHANT BY CONFESSION DIRECTIONS OF THE PROPERTY OF THE MERCHANT BY CONFESSION DIRECTIONS OF THE MERCHANT BY CONFESSION. PLIKSUANT TO THE TERMS THERROF.

THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGHE MAY, AFFER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SELE PROPERTY OR PROCEED AGAINST THE INTERNISTS OF THE MERICHANT IN PROPERTY REAL OR PERSONALLIN FULL, OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENTS BEING FULLY AWARE OF THE MERICHANT'S RIGHTS AFTER JUDGMENT BE ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT OR JUDGMENTS), THE UNDERSIGNED HERBY PRELLY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGER'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIDE NOTICE TO THE MERICHANT.

The Merchant hereby certifies that the financial accommodations being provided by the Obligee are for a business purpose, and not for personal, family or howshold use

The statements made in the Disclosure for Confession of Indigment are made subject in the problems of 18 Pa C 8 A; § 4904 relating to wasware fulsification to authorities.

SELLENAUERCHAST By Kara diPietro

EIN# 52-2005467

<u>SELLEBANERCHANT</u> Dy; Kara Diffe fro

SS# 180-60-4481

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22 N 3<sup>at</sup> Simel Philadelphia, Penasylvania 19106 Phone: 215-922-2636

#### GUARANTY

Pezzonal Guerraty of Performance, The undersigned Guananor(s) hereby quarantees to PINCHASBR, SELLER/MERCHANT'S performance of all of the representations, and warrantes made by SELLERIMERICHANT in this Agreement and the Factoring Agreement, as each agreement may be renewed, antended extended or otherwise modified the "Charactery Obligations". Guaranter's obligations me due at the time of any breach by Merchant of any representation or warranty, or coverant made by Merchant in this Agreement and the Merchant Agreement

Charanter Waivers in the evert that SELER/MERCHANT violates its representations and warranties under the FACTORING AGREEMENT, PURCHASER may enforce its rights under this Agreement without list seeking to obtain payment from Merchant, any other gustantor, or may Cultateral, Additional Cultateral or Cross-Collatoral PURCHASER may hold pursuant to this Agreement or any other quaranty

PURCHASER does not have to ratify Georantey of any of the following events and Gostantor will not be released from its obligations under this Agreement if it is not indicated in a process of the following actions without released from the obligations of the representations and vantamilies of the FACTORING AGREEMENT or any tenewal, extension as other modification of the representations of the representations without releasing Guarantor from any of its obligations and of the FACTORING AGREEMENT or SELLERAMERCHANTS other obligations any of its obligations and that Agreement: (i) renew, extend or otherwise enough the FACTORING AGREEMENT or SELLERAMERCHANTS other obligations in WRCHASER, (ii) release SELLERAMERCHANTS other obligations to PURCHASER, (iii) sell, release, impair, waive or otherwise execute upon any collateral securing the Guaranteed Obligations or any otherwise execute upon any collateral securing the Guaranteed Obligations or any otherwise execute upon any collateral securing the Guaranteed Obligations or any otherwise execute upon any collateral securing the Guaranteed Obligations or any other interest in the collateral securing the Guaranteed Obligations or any otherwise execute upon any collateral securing the Guaranteed Obligations or any otherwise execute upon any collateral securing the Guaranteed Obligations are fallified under the FACTORING AGREEMENT and Experiment The Guarantee Obligations in a manuer that impairs on precludes the representation of the following transportant of the obligations to obtain the collisions of the obligations to obtain the process of the obligations of th

CUARANTOR A CICNOWLEDGENTRY! Guaratiar acknowledges that (1) He/She understands the sertousness of the provisions of this Agreement; (ii) He/She has had a full apportunity in consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of his choice or has decided not in avail himself herself

JOINT AND SEVERAL LIABILITY The obligations becomes of the persons or entities constituting Currantor under this Agreement are joint and several.

SELLARATERCHAST By Kara Dipterio

EINE \$2,2005467

DC KARA DIPIETRO

\$56 180-60-4481

tara Vifictro

Eara Diffiction --- CN/ATON 90211807

THE TERMS, DEFIRITIONS, CONDITIONS AND INFORMATION SET PORTH IN THE "MERCHANT AGREEMENT"; INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GHARATTY.

CAPITALIZED TRUMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL, BAYE THE MEANING SET FORTH IN THE MERCHANS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

Merchan Intents

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22 N P<sup>th</sup> Suret Philaderphia, Pennsylvania 19106 Pinns: 215-922-3438 — Pac 488-03-736

#### ADTHOURZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEUTS)

This Authorization Agreement for Direct Deposit (ACII Credit) and Direct Deposits (ACII Debits) is pure of fund incorporated by sufference into the PACTORING AGRICUMENT. You should keep this important legal document for your records

OISTURNEMENT OF BITSINESS CASH ADVANCE PROCEEDS: By signing below, SolverMerchant surfairers PURCHASER in disburse the Cash Advance Proceeds less the amount of any applicable fees upon approval by initiating an ACV fixeds to the checking account indicated below (or a substitute rhecking account set leaf steeds to the checking account in a substitute rhecking account set leaf steeds to the order and is precedual to the purpose of the substitute of the substit

AUTOMATIC PAYMENT PLAN, Emolinear in PARCHASER's Automater Payment Plan is required for approval. By againg below, Sellentherelism agrees to covail in the Automatic Payment Plan and matherized PURCHASER to collect payment required mater the terms of Sellentherelism. Agreement is infraing ACH debit entires to the Designated Checking Account in the amounts and on the dates provided in the payment schedule set forth or the accompanying Sellentherelism Agreement Sellentherelism additions. PURCHASER to increase the amounts of any provincing scheduled payments; that was not paid on provided in the payment schedule and my unpuid Pen. This multurization is to remain in full force and effect until PURCHASER has received valued neithfulton from Sellentherelisms of its learninglum for such time and in such meaner as an effect PURCHASER was Sellentherelisms in generating to the control of the provincing to the control of the force and effect of the control of the

If SeliceMerchant rayokes the authorization at PLIRCHASER suspends or reminates SellerMerchant's condition to the Automatic Payment Plan, SeliceMerchant will be responsible for making functy payments pursuant to the alternative payment methods described in the SelectAsceptant Appeirment.

HOSINESS PERPOSE ACCOUNT: By signing below, SelbertMenetral attests that the Oesignased Circking Account was established for business purposes and ant primarily for personal, family or hotschuld purposes

ACCOINCY CITANOES: Selective count agrees to notify PURCHASER principly if there are any changes to the arrange and continue numbers of the Designant Cleeking Account

MISCELL ANEOUS: PURCHASER is on responsible for any feet charged by SelleutMerchan's limit as the result of circlis is debits toltialed under his agreeously will decrease it. S. Josephane Affellian Micro B/27/2018 3: 19,16 101 1007

Separative OF MICRO BAZZOLE 3: 19,16 101 1007

Hook Night: D. B. A. YI. K.

Cay Shae Zap

Reading Number OS Y OO 1 7 2 S

Account Number OS Y OO 1 7 2 S

Account Number OS SIGN CAP

Bushness Name on Account: H. M. C.

Address on Account: Micro Bazzole by Selection of Carlo District Control of Carlo Distr

Merchant lintuits (Seehant bajo, A.

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22 N 3 street Philadelphia, Perasylvania 19106 Phone: 215-922-2636 Fax: 888-305-7567

#### BANK ACCOUNT DISCLOSURE AFFIDAVIT

For the purpose of obtaining the Business Cosh Advance evidence by the Merchant Agreement of this same detechnication with (the "Business Cosh Advance") from Complete Business Solutions Group, Inc., the undersigned Selten/Merchant hereby makes the following statement under penalty of law:

#### PLEASE SIGN OPTION ONE DICTWO

#### OPTION 1 - DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Seller/Merchant hereby declares that in addition to the designated for ACH debit, the Seller/Merchant also has the following additional account(s) which he authorizes us to use in the event we are unable to debit from the designated account:

Bank Name Name on Account Account Number Reating Number Fed ID number associated with this account Name associated with this account Plane number of person whose mane is associated with this	псвани
Bank Name Name on Account Account Number Routing Number Peat 1D number associated with this account Name associated with this account Phone number of person whose name is associated with this	acedonti
Bank None Name on Account Account Number Routing Number Fed ID number associated with this account Nume associated with this account Phone manther of person whose name is associated with this	ассына
Bank Nonto Name of Account Account Number Resting Number Resting Number associated with this account Name associated with this account Phone number of person whose name is associated with this **Intach additional pages if personal analysis of the second	Dated 8/27/2018 3:10:36 PM POT  8/27/2018 3:10:36 PM POT  Dated 9/27/2018 3:10:36 PM POT  Dated possity of few, that he has no accounts in my lending institution in addition to the one provided for ACH deb
OPTIONA - By againg nelow, the increment swears, under Softer/Merchani Signature	Dated
Cathauth davabout Cinom tota	Point

Merchant Initials

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22 N J<sup>raj</sup> S(reci Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Pox: 888-305-7562

#### Authorization to resume ach debiting form

NAME OF SELLEPHERCHANTS		
INFORMATION (To be filled out by the customer)		
I nulturize Company (as shown alloye) to resume chan the company is paid in full.	ctronically debiting my bank account os delatied below, including a non-sufficient fluid fee it applicable, until the	: debi
Full Name on Account:	The second secon	
Account 8:	Roughing the	
Account Type (select angle Checking []	C) zgnivaz	
Account Class to test each Consomer Account	i.) Business Account ()	
Payment amount:	Number of Phymenis:	
Onte of next payment ,	frequency of payments:	
I understand that I may exacel this authorization by my ACH authorizations does not relieve me of the te the Campuny may take additional notions including	contacting the company of teast five (5) business days prior to the payment due date. I further understand that consponsibility of paying my account in full, and that if I cuncel or revoke this authorization before the debt is paid in agai actions to occure the debt	coling n full
Custimer agratum Lata Multid	Onto: 8/27/2018 3:10:36 PM PAT	
Customer Printed Suore:	manus and supplied and property of the supplied of the supplind of the supplied of the supplied of the supplied of the supplin	
Citatomes confoci Telephone #;	management of the oracle of th	
Cardonius signatore.	Onie!	
Costones Printed Name.	THE PROPERTY OF A SECURITY OF THE PROPERTY OF	
Costomer contact Telephone #:		

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22 N 3<sup>att</sup> Street Philadelphia, Pounsylvania 19106 Phone: 215-922-2636 Fax: 888-305-7562

Dear Client,
Thank you for accepting this offer from Complate Husiness Solutions Group Dibla Par Funding. We look forward to being you feetening partner for as long as you need.
Daily ACH Program:
Complete Duriness Solutions Group will toquite viewing access to your bank account prior to finding an part of our underwriting process, as well as thering the time you hazare with our company.
Please be assured that we corefully sufregular your confidenties information and only assent in top level personnel will have access to it
Please fill out the form believe with the information necessary its access your necount
**Be sure to indicute capital or lower case letters.
NAME OF BANK;
BANK PORTAL WEBSITE
LISERNAME:
PASSWORD;
SECURITY QUESTION/ANSWER I;
SECURITY QUESTION/ANSWIRLS:
SECURITY QUESTION/ANSWER 1:
any other infolimation necessary to access your accounts:

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Merchant Initials

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22 N 3<sup>rd</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fax: 868-305-2562

#### APPENDIX A: THE PEE STRUCTURE

- 1 Chigination Fee: \$10,000.60 to cover tacken writing, and related expenses
- 2 ACH Program Fee \$2,000 00 The ACH program is labor latersive and is not an automated process, requising us to charge this fee to cover related units;
- 3 NSF Fee \$75.00 (each) Up to FOUR TIMES ONLY before a default is declared;
- 4 Rejected ACH \$100.00 If a merchant directs the bank to reject our debit ACH;
- 5. Bank Change Fee \$50 filth if a merelimit requires a change of account to be debited requiring us to adjust my system;
- 6 Blocked Account \$2.000 If a mereliant blacks CBSG's ACF debit of the Account, bannecs more than 4 debits of the Account or simultaneously uses untlighted bank accounts or electric and processors to process its recoipts;
- 7 Default Feb. \$500 00 default fee If a merchant changes bank accounts or switches to another carolit cord processor without CHSG's consent, or contains another default intended to the Agreement;
- 3.1d Party Intermediary Fee \$1,000.00 deposit toward reasonable related expenses incurred by PURCHASER. If PURCHASER receives a continuous minimum and and party debt religificace patient entity or individual which has been tendined by Merchant and which continues PURCHASER on Merchant's behalf acching to redirect communication (related to the obligations contained in this Agreement) to itself themselves and away from Merchant. This fee shall be used to covers Parchant's reasonable expenses in retaining contained to their parties to haddle this additional administration required by this retention of the intermediary by PURCHASER. Any portion of the fee that is not used by PURCHASER this this jumpose shall be retained to Merchant of the conclusion of this Factoring Agreement or related legal publics.
- 2. Cullections Expense ha the event of default, Seller / Merchant shall be responsible for all reasonable costs of collections, including, but not finished to, counted fees, fitting fees and any other fees which may be incurred.
- Miscellaneous Service Fees Merchant shall pay certain fees for services related to the ungoration and maintenance of accounts. Each Merchant shall receive dicir funding electronically to their designated bank account and will be charged \$30.00 for a Fed Wire. The corrent charge for the underwiting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be charged \$100.00 for every additional charge of their operating bank account once they are active with CHSG. Additional copies of prior monthly statements will incur a fee of \$10.00 each
- 11 Risk Assessment Fee \$10,000.00
- 12 UCC For \$10,000.00

Merchant Signature: Lake Diffulro

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#### MANDATORY JOINT AFFIDAVIT OF CONFESSION OF JUDGEMENT

INSTRUCTIONS:

Page | 16

SIGN AND NOTARIZE THIS SECTION OF THE AGREEMENT, SEND THE ORIGINAL COPY TO:

PAR FUNDING 22 N 3<sup>RD</sup> STREET PHILADELPHIA, PA 19106

C/O UNDERWRITING

Mershoar bunds

Shachout introls

Case 1D: 190501349

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CBSC POWER	22 H 3 <sup>50</sup> Street Philodelphia, Peninsylvania 19106 Phone: 245-922-2636 Finx: 688-305-7562
NEW YORK UNITY FACTOR, LLC	Index No.
Plaințiff,	AFFIDAVIT OF CONFESSION OF JUDGMENT
-against- HMC INCORPORATED D/B/A HMC INCORPORATED and KARA DIPIETRO, Defendant(s)	
STATE OF	
KARA DIPLETRO, being duly sworn, deposes an	d says:
1. I am a principal, owner, and	III Officer of HMC INCORPORATED D/B/A HMC
INCORPORATED ("Merchant Defendant"), a CORPO	RATION located at 7190 OAKLAND MILLS RD #10,
COLUMBIA, MD 21046, in the County of	and as such, I have the authority to act on behalf of
Merchant Defendant.	
2. I reside at 1836 LANDRAKE RD,	TOWSON, MD 21204, in the County of
3. I, individually, and on behalf of Merchant	Defendant consent to the Jurisdiction of this Court.
4. Merchant Defendant hereby confe-	sses judgment and authorizes entry of judgment in favor of
Plaintiff and against Defendants in the Federal District Co	ourt for the , Court of Common Jurisdiction for
the County of in the State of	
made pursuant to the secured Merchant Agreement dated	
	osts, expenses and disbursements and interest at the rate of
	nount allowed by law, whichever is greater. Such amount
	ff or an affurnation by Plaintiff's attorney, which shall be

Agrehou hutals

attached hereto at the time of entry of this Affidavit of Confession of Judgment.

Page 117

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22 N 3<sup>83</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fex: 868-305-7562

5. In addition, I hereby confess judgment, individually and personally, jointly and severely, and		
authorize entry of judgment in favor of Plaintiff and against myself in the Pederal District Court for the		
Court of Common Jurisdiction for the County of in the State of		
against me personally in the sum of \$2,107,437.12 less any payments timely made pursuant to the		
Merchant Agreement dated AUGUST 24, 2018, plus legal fees to Plaintiff calculated at ten percent (10%) of the		
total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 9% per annum from the		
date of default, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit		
to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of		
entry of this Confession of Judgment.		
6. This confession of judgment is for a debt due to Plaintiff arising from Defendants' failure to		
pay to Plaintiff, Merchant Defendant's accounts-receivable, which were purchased by Plaintiff pursuant to the		
secured Merchant Agreement dated AUGUST 24, 2018, and for Defendants' breach of the secured Merchant		
Agreement, plus agreed-upon interest, reasonable attorneys' foes, costs and disbursements, as agreed-upon by		
Merchant Defendant and myself, under the secured Merchant Agreement, dated AUGUST 24, 2018, of which		
supporting documents include a Personal Guarantee and a UCC-1 financing statement(s).		
7. Merchant Defendant and I hereby agree that the execution and delivery of this Affidavit of		
Confession of Judgment and any entry of judgment thereon shall be without prejudice to any and all rights of		
Plaintiff, who reserves all of its rights and remedies against Defendants.		
8. If for any reason entry of Judgment in the above specified amount or execution on the same is outside		
the jurisdiction of this Court, Merchant Defendant and I hereby consent to the personal jurisdiction, entry of		
judgment, and execution thereon in any State or Federal Court of the United States of America:		
9. I have been authorized by Merchant Defendant to sign this Affidavit of Confession of		
Judgment on this		
Page 138 Merchani Initials Stardnon Initials [2]		

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CHECON STATE OF THE STATE OF TH	22 N 3 <sup>w)</sup> Street Phündelphia, Pennsylvania 19106 Pirone: 215-922-2636 Fox: 828-305-7562
	By:
Sworn to before me this day of	
Notary Public	

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chwa hinab

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22 N J<sup>m</sup> Street Philadolphia, Penntylvania 19106 Phane: 215-922-2636 Fax: 888-305-2562

AUGUST 24, 2018

Attn: Court Orders & Levies Dept.

Re:	HMC INCORPORATED, et al.
	Supreme Court of the State of New York, Richmond County Index No
	to Computing Subgroup and Engineering to Nation . DELEASE

CHANGE CONTRACTOR OF THE CONTR	31	
Complete Business Solutions Grou Creditor, and KARA DIPIETRO ("KARA") Defendants/Judgment Debtors (collectively, " , N.A. and/or related a (\$) (the "Release Amount") Subpoena with Restraining Notice ("IS/RN")	and HMC INCORPO the Parties"), hereby a ntities (collectively, " from the funds currer	N.A.") to release
Via check	V	in wire to:
	A CONTRACTOR OF THE PROPERTY O	
HMC INCORPORATED and KARA, N.A., and its officers, directed losses and expenses, including but not limited and/or the iS/RN. Upon tender of the Release remainder and/or account(s) being held on a principals, agents, helps and assigns.  10. AGREED AND ACCEPTED:	ors, agents and emplo I to attorneys' fees, ar Amount, Funder cons	yees from and against claims, damages, ising out of or resulting from this release tents to the immediate RELEASE of the
By:(Name)  CoveryManager/Agent (Title)  individually, and on behalf of HMC  INCORPORATED		By:
State of)		
Cassiy of		(1.1)
78] agn	Gerchaa laireds	Machail hands
		Case ID: 19

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ocusign Envelopa (D: 1F06983A-486A-4667-8CC9-7690EF03E054		
CBS COMMENT OF THE PROPERTY OF	22 N 3 <sup>10)</sup> Street Philadelph Phone: 215-922-2636	in, Ponnsylvania 19106 Fax: 1883-305-7562
On theday of, in the yew 2018, be appeared KARA DIFIETRO, personally known to me or proved to me on subscribed to the within instrument and acknowledged to me that she/he exinstrument, the individual, or the person upon behalf of which the individual	i the basis of satisfactory evidence to be the in ecuted the same in har/his capacity, and that b	dividual Whose name is
NOTARY PUBLIC		

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Page 121

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22 N 1<sup>305</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Phy: 838-305-7562

#### ACKNOWLEDGEMENT

#### I, KARA DIPIETRO, hereby acknowledger

- > There has been no promise of additional capital in 30 days from funding by CBSG or any ISO (broker).
  - Our policy is that merchants can seek additional capital from us when they have paid 55% of the Receipts Purchased Amount.
- > That CBSG does not permit outside fees and that no one has discussed additional fees with me. The fee amount for this agreement is \$36,000.00, which will be held back from the funding amount.
- > There has not been and will not any contact from Third Party debt companies regarding this Factoring Agreement dated AUGUST 24, 2018.

1, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.

Lara Difiulro

8/27/2018 3:10:36 PM PDT

Date

Page 14

Case ID: 190501349

Filed and Attented by the Office of Judicial Records
14 the Golf Milia am
A Philosoph

# EXHIBIT "B"



## FUNDING PRE-QUALIFICATION

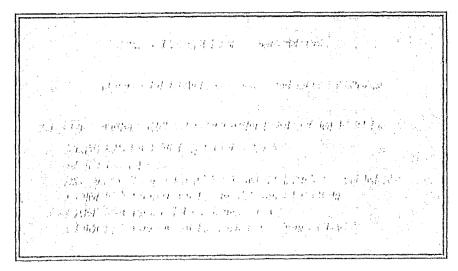
#### CONGRATULATIONS

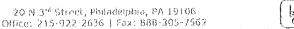
You Have Been Pre-Qualified for Business Funding

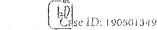
To finalize your business funding, we need additional information and documents from you so we can fully assess how we can help you in growing your business. Along with this Funding Pre-Qualification, we are sending you a proposed Agreement for the Purchase and Sale of Future Receivables ("Agreement") and related documents. Please carefully review the Agreement and related documents in their entirety. If you find any errors, please contact your account specialist before signing and roturning them.

You have been pre-qualified based on our preliminary review of the information you have given us so far. Your pre-qualification is not a guaranty of funding or a commitment to fund. You must provide the requested additional information and sign and return the Agreement and related documents being sent to you so our underwriting department can make a final determination regarding the terms of an agreement. Any misrepresentation relating to any information or documents you have provided to us so far or provide to us in the future or any adverse change in your financial condition or status may void this pre-qualification letter. Pre-qualification is subject to withdraw, change, and/or cancellation if you no longer meet the requirements for the requested funding.

We must receive your additional information and the signed Agreement and related documents within 10 days of the date of the Agreement, or we will consider your application to be withdrawn.









# AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES

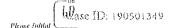
This Agreement for the Purchase and Sale of Future Receivables ("Purchase Agreement") is made as of MAY 3, 2019 and is by and between Fast Advance Funding line and the business identified below. Capitalized terms in this Purchase Agreement and accompanying documents shall have the mounings set forth in the "Definitions" section of this Purchase Agreement unless otherwise defined heroin.

#### THIS PURCHASE AGREEMENT IS AN AGREEMENT WITH RECOURSE.

Legal Business Name ("Merchant Seller")	HMCINCORPORATED .	
D/B/A	HMC INCORPORATED	
mentinggar semmen gant in in seminari in stratistical mentila sentra en esta e Mandales (el el el esta en el e	Corporation (CORP)	X
Type of Business Enthy	PTC (FPC)	
1 Me in Odamesa winni.	Limited Parinership (LP)	
	Limited Liability Partnership (LLP)	
anna ann an a	Sale Proprietor (SP)	
Physical Address	17190 OAKLAND MILLS RD #10, CO	
Mailing Address	77190 OAKLAND MILLS RD #10, CO	ijimisa, mu 21046
Business Phone		
Business E-mail		mages " co - seques associatos de associatos ( como que se constituido de constit
Federal EIN No.	52-2008-467	
TO A. S. S. P. TO THE SECOND SECTION AND ADDRESS OF THE SECOND SE	Munit	ICARA DIPIETRO
"Owner" (authorized to	Tills	
execute this Purchase Agreement on behalf of	Home Address	IA16 LANDRAKE RD, TOWSON, AND 2120-1
Merchant Seller).	Home Phone	
	Cell l'honc	
	Cond	
	Social Security (12)	[10]-20-4481

#### 1. PURCHASE AND SALE TERMS:

Payoff Existing	S185,178,00
Purchase Price	\$100,000.00
Total Advance Amount	\$285,178.00
Specified Percentage	16.29
Daily Specified Amount	\$2.566.21



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- FINI	DING -	

Amount of Days	140
Receivables Purchased Amount	8356,472,50
Estimated Flunt Receipt Date	140 Days after funding

#### Acknowledgement of Purchase and Sale Terms

FOR THE SELLERIMERCHANT (PRINT NAME/TITLE)	sion/	TURE
KARA DIPIETRO	Leara Diffictrs	(common )
FOR THE SULLEWMENCHANT (PRINT NAME/TITLE)	Goevelyned by; SiGN/	тияе
KARA DIPIETRO	leara Diffictio	& Contraction

Fast Advance Funding, Inc.
----------------------------

	Concessor.
	oversion over
Company Officer	1

#### 2. DEFINITIONS:

- a. <u>Account or Approved Account.</u> The deposit account designated by Merchant Seller and approved by Purchaser from which Payments will be remitted by Merchant Seller to Purchaser.
- b. Approved Account Bank, The bank or financial institution where the Account or Approved is maintained.
- e. <u>Additional Sums.</u> Any sum, other than the Receivables Purchased Amount, due or that may become due under this Purchase Agreement from Merchant Seller to Purchaser.
- d. ACH. Autometed Clearing House.
- e. FAF or Purchaser. Past Advance Punding, Inc.
- f. Cottateral. Any and all collateral pledged to secure the obligations under this Purchase Agreement
- g. <u>Daily Specified Amount or Daily Retrieval Rate</u>. The amount Purchaser shall deduct from the Account on a daily basis (weekends and federal holidays excluded) until such time as the Receivables Purchased Amount is delivered (i.e., paid in full) to Purchaser. The Daily Specified Amount is an approximation of the base payment due under the Specified Percentage.
- h. Doblt. Any debit made by Purchaser from the Account or Other Account as a Payment.
- Expected Term. The time from delivery of the Purchase Price until the Receivables are to be delivered in full by Merchant Seller to Purchaser.
- J. Kee Schedule. The schedule of fees attached hereto as Schedule A and made a part of this Purchase Agreement.
- h. Guuranter. Any individual or entity that guaranties Merchant Seller's obligations under this Purchase Agreement.
- Guaranty. Any guaranty signed by a Guarantor evidencing the Guarantor's agreement to guaranty Merchant Seller's
  obligations under this Purchase Agreement.
- m. Independent Sales Organization,

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- n. NSF Rees. Any fee or charge that results from and Account of Other Account not having sufficient funds to cover the amount of any Payment or Debit, including, without limitation, fees or charges for rejected Debits or Payments made (or attempted) via ACH.
- o. Other Account. Any account from which Purchaser allows Merchant Soller to make a Payment that is not the Approved
- p. Outside Fees, Fees paid to any third parry in connection with the execution or negotiation of this Purchase Agreement.
- q, Owner, Individual(s) or entity(les) executing this Purchase Agreement on behalf of the Merchant Soller.
- r. Partles. Merchant Seller and FAF, collectively.
- s. <u>Payments.</u> Payments made or to be made by Merchant Seller as the means for delivery of the Receivables by Merchant Seller to Purchaser.
- 1. Processor.
- n. Purchase Agreement. This Agreement for the Purchase and Sale of Future Receivables, any and all documents executed in connection herewith as a condition precedent to its effectiveness, and any and all exhibits incorporated herein by reference.
- v. <u>Purchase Price.</u> The total dollar amount FAF is paying to Merchant Seller in exchange for the Receivables and pursuant to the terms of this Purchase Agreement.
- w. Purchaser of PAP. Fast Advance Funding, Inc.
- x. Receivables. Any and all payments made to Merchant Seller by cash, check, credit or debit card, or electronic transfer or by any other form of monetary payment in the ordinary course of Merchant Seller's business, including, without limitation, any and all of Merchant Seller's future receivables, receipts, accounts, contract rights, royalties, and obligations the to Merchant Seller that arise from or relate to the payment of monies to Merchant Seller from Merchant Seller's customers and/or other third party payers until such time as the Receivables Purchased Amount has been delivered by Merchant Seller to FAF.
- y. Receivables Purchased Amount of RPA. The total amount of Receivables Merchant Setter is setting to FAF in exchange for the Purchase Price and pursuant to the terms of this Purchase Agreement.

#### 3. ACKNOWLEDGEMENTS:

- a. No Promise of Additional Capital. Merchant Seller acknowledges that neither FAF nor any Independent Sales Organization or Broker has made a promise of additional capital in the form of other future-receivables purchases.
- b. Sale of Additional Future Receivables, Marchant Seller acknowledges that FAF's policy is that a marchant seller may seek to sell to FAF additional future receivables only after the merchant/seller has delivered to FAF 55% of the receivables purchased by FAF from the merchant/seller.
- c. <u>Outside Fee Not Permitted.</u> Merchant Selfer acknowledges that PAF does not allow Outside Fees and that no one has discussed additional fees (other than those set forth in the Fee Schedule) with Merchant Seller or any representative of Seller Merchant.
- d. No Thirst Party Counct. Merchant Seller acknowledges that it has not had and will not have or maintain any contact with any third-party debt company regarding the Purchase Agreement.

#### 4. GENERAL TERMS:

n. <u>Kxecution of Discurrents</u>, As a condition precedent to the effectiveness of this Purchase Agreement, Merchant Sollar shall execute the following documents, authorizations, and/or agreements in the form(s) acceptable to Purchaser and if requested by Purchaser.

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Please ID: 190501345

- 1. <u>Bank Authorization</u>, Merchant Seller shall execute a written authorization with the Acceptable Account Bank to obtain electronic funds transfer services and allowing Purchaser and/or its agent to debit the Daily Specified Amount of any other Payment from the Account. Merchant Seller shall provide Purchaser and/or its authorized agent with all the information, authorization(s), and/or password(s) necessary for Purchaser: (1) to verify Merchant Seller's receivables, receipts and deposits into the Account, payments and debits made from the Account, and balance in the Account; and (2) to withdraw the Specified Daily Amount and/or other Payments via ACH debit. The authorization given and executed pursuant this section shall be irrevocable; however, notwithstanding the foregoing, it may be revoked with, and only with, the written consent of Purchaser.
- li. Assignment of Lense. Merchant Seller shall execute and deliver to Purchaser an "Assignment of Lease" in favor of Purchaser for any premises leased by or for Merchant Seller and used in connection with the operation of Merchant Seller's business and its business operations. The Assignment of Lease shall be in a form acceptable to Purchaser.
- b. Term. The Receivables Purchased Amount and any Additional Sums shall be delivered and/or paid in full by Merchant Suller to Purchaser during the Expected Term. To the extent Purchaser allows the Receivables Purchased Amount and/or any Additional Sums to be delivered and/or paid beyond the Expected Term, such allowance is not and shall not be deemed a waiver by Purchaser of any of it rights and/or remodies allowed under this Agreement. The provisions of this section shall survive expiration or termination of this Purchase Agreement.
- c. Future Purchases, Purchaser is under no obligation to make future purchases from Merchant Seller. To the extent the Purchases Price is being paid by Purchaser in incremental payments to Merchant Seller, Purchaser reserves the right, following a breach of or default under this Purchase Agreement, to withhold any incremental payment(s) not yet made.
- d. <u>Financial Condition</u>, Merchant Seller authorizes Purchaser and/or its agents to investigate its financial responsibility and history. Merchant Seller shall provide to Purchaser any bank or financial statements, tax returns, etc., as Purchaser deems necessary prior to or at any time after execution of this Purchase Agreement. A photocopy of this authorization will be deemed acceptable for release to Purchaser of such financial information. Purchaser is authorized to collected updated information and financial profiles form Merchant Seller from time to time as Purchaser deems appropriate.
- c. Transactional History, Merchant Soller authorizes its banks or other financial institutions to provide Purchaser with Merchant Sollers's banking or processing history to determine Merchant Soller's qualification to continue with business relationships with Purchasers.
- f. Monthly Assessment of Merchant Cash Play. Morehant hereby authorizes Purchaser to initiate one or more ACH debits at the specified Daily Retrieval Rate from the Account as an approximation of the base payment due under the Specified Percentage. It is the Merchant's responsibility to provide financial information (e.g. bank statements, credit card processing statements, general ledger) regarding its gross receivables and to reconcile the daily payments made against the Specified Percentage, permitting Purchaser to debit or credit the difference to Merchant on a monthly basis so that the Daily Retrieval Rate equals the Specified Percentage.

#### 5. PURCHASE AND SALE OF RECEIVABLES.

- n. In exchange for the Purchase Price, Merchant Soller hereby solls, assigns, and transfers to FAF the Receivables, thereby making FAF the absolute owner of the Receivables, which include, but are not limited to, any and all payments made to Merchant Seller by eash, check, credit or debit eard, or electronic transfer or by any other form of monetary payment in the ordinary course of Merchant Seller's business, including, willtont limitation, any and all of Merchant Seller's future receivables, receipts, accounts, contract rights, royalties, and obligations due to Merchant Seller that arise from or relate to the payment of monies to Merchant Seller from Seller/Merchant's customers and/or other third party payers until such time as the Receivables Purchased Amount has been delivered by Merchant Seller to FAF.
- b. The Purchase Price is being paid in exchange for the purchase and sale of the Receivables and is not intended to be, not shall it be construed as, a loan from Purchaser to Merchant Seller. Merchant Seller agrees and acknowledges that the Purchase Price represents the fair market value of the Receivables. Purchaser has purchased and shall own all the Receivables up to the total RPA as the Receivables are created. Payments made to Purchaser towards the total RPA shall be conditioned upon (i) Merchant Seller's sale of products and/or services and (ii) the payment of such goods and/or services to Merchant Seller by its outstomers pursuant to the terms of this Purchase Agreement.

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- c. In no event shall any amounts paid to or received by Purchaser (or any portion of any such amount) be construed as or considered to be interest (with the exception of any interest awarded pursuant to any judgment entered against Merchant Seller for a breach of this Purchase Agreement). In the event that any court of competent jurisdiction determines that Purchaser has improperly charged or received interest under this Purchase Agreement and that said amount is in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable faw and Purchaser shall promptly refund to Merchant Seller my interest Purchaser received in excess of the maximum harful rate. It is Merchant Seller's intent that it not pay or contract to pay and that Purchaser not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant Seller ander applicable law.
- PAYMENT OF PURCHASE PRICE BY FAF TO SELLER. Purchaser shall wire the Purchase Payment Amount into the
  designated bank account of Merchant Seller upon execution of this Purchase Agreement.
- 7. DELIVERY OF RECEIVABLES BY SELLER TO FAY.
  - a. Morchant Seller shall deliver the Receivables to Purchaser by making Payments to Purchaser pursuant to the terms of this Purchase Agreement.
  - b. Merchant Seller hereby irrevocably authorizes Purchaser to debt on a daily basis the Daily Specified Amount from the Account. Notwithstanding the foregoing, debits shall not be made on weekends or on federal holidays.
  - e. Merchant Seller shall ensure that funds adequate to cover any and all amounts to be debited by Purchaser are in the Account or Other Account when the Debit is scheduled to be and is made.
  - d. Upon Merchant Seller's request, Purchaser may, in its sole discretion and judgment, adjust the amount of any Payment or Debit to be made under this Purchase Agreement. Any adjustment made by Purchaser pursuant to this section shall not be construed as a waiver of any of Purchaser's rights and/or remedies or of Merchant Sellers's other obligations under this Purchase Agreement.
  - Merchant Setter shatt be responsible for and pay to Purchaser any and all NSF Fees upon the assessment of any such fee against Purchaser. Purchaser is not responsible for any overdrafts or rejected transactions that result to any Account or Other Account as a result of Purchaser making a schedule or otherwise agreed upon Debit from an Account or other Account.
  - 6. Merchant Selfer shall provide to Purchaser Merchant Seller's bank statements for any and all bank accounts to allow Purchaser to reconcile the daily payments made against the Daily Specified Amount. Failure to provide all such bank statements in a timely manner shall forfeit all rights to future reconciliations.
- 8. MERCHANT SELLER'S REPRESENTATIONS AND WARRANTIES. Merchant Seller represents and warrants that as of the date of this Purchase Agreement and throughout the term of the Purchase Agreement as follows:
  - a. Financial Candition and Financial Information, Current and future bank and financial statements Merchant Seller has furnished and/or will furnished to Purchaser do and shall fairly represent the financial condition of Merchant Seller as of the date of any such bank or financial statement. Merchant Seller has a continuing, affirmative obligation to advise Purchaser of any material or adverse change in its financial condition, operation, or ownership. Purchaser may request tank and financial statements from Merchant Seller at any time during the term of this Purchase Agreement. Upon Purchaser's request of bank and/or financial statements from Merchant Seller, Merchant Seller shall provide the request statement to Purchaser within five (5) business days of the request.

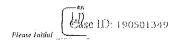
20 N 3<sup>rd</sup> Street, Philadolphia, PA 19106 Office: 215-922-2636 | Fax: 888-305-7562 (a) Case ID: 190501349



- b. <u>Business Purpose</u>, Merchant Selfer is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates. Merchant Selfer is entering into this Purchase Agreement for business purposes only and not as a consumer for personal, family, or household purposes.
- c. <u>Covernmental Approvals</u> Merchant is in compliance and shall at all time remain in compliance with all laws and has all valid permits, authorizations, and licenses required and necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.
- d. No Conflicting Obligations that would preclude or in any manner restrict such Merchant Seller from: (i) negotiating and entering into this Purchase Agreement; or (ii) fulfilling its responsibilities and obligations under this Purchase Agreement. Unless otherwise disclosed to Purchaser and such disclosure acknowledged by Purchaser prior to the execution of this Purchase Agreement, Merchant has good, complete, and marketable title to all Receivables, free and close of any and all liabilities, tiens, claims, changes, restrictions, conditions, options, rights, mortgages, accurity interests, equities, pledges, and/or encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated by this Purchase Agreement or adverse to the interests of Purchaser.
- e. No Bankruptey. As of the date of this Purchase Agreement, Merchant Seller does not contemplate filing and has not filed any petition for bankruptey protection under Title 11 of the United States Code, no involuntary petition has been brought or is pending against Merchant Seller, and there is presently no basis for an involuntary petition to be brought against it.
- E. Authorization. Merchant Soller and each of the individuals executing this Purchase Agreement and the Schedules and Exhibits hereto warrants and represents that he or she has full authority to execute this Purchase Agreement and the Schedules and Exhibits hereto and to bind the entity on whose behalf he or she is executing this Purchase Agreement and the Schedules and Exhibits hereto.

#### 9. ADDITIONAL OBLIGATIONS.

- n. <u>Insurance</u>, Merchant Selfer shall maintain business-interruption insurance naming Purchaser as loss payce and additional insured in amounts and against risks as are satisfactory to Purchaser and shall provide Purchaser proof of such insurance upon request.
- h. Change of Name or under a "doing-business-as" or "d/b/a" name previously disclosed to Purchaser. In the event Purchaser, in connection with any matter relating to the transactions contemplated by this Purchase Agreement, uses a "doing-business-as" or "d/b/a" name used by Merchant Seller (whether or not previously disclosed to Purchaser) to refer to Merchant Seller, Merchant Seller consents to and agrees that such use shall be deemed an acceptable reference to Merchant Seller's legal name. Such use by Purchaser shall include, without limitation, use of a "doing-business-as" or "d/b/a" name in connection with the filing of any form under the Uniform Commercial Code and/or any other filing or notice.
- e. Dully Hatch Out, Merchant Seller will settle receipts with the Processor on a daily basis.
- d. <u>Estoppel Certificate</u>. Upon the request of Purchaser, Merchant Seller shall execute and deliver to Purchaser (and/or to any other person, entity, firm, or corporation designated by Purchaser in its request) an "Estopple Certificate" in the form Purchaser requires certifying that this Purchase Agreement is unmodified and in full force and effect and stating the dates on which Requivables Purchased Amount or any portion thereof has been repaid. Merchant Seller shall provide the requested Estopple Certificate within one (1) business day of Purchaser's request. In the event this Purchase Agreement has been modified and/or amended pursuant to the terms of this Purchase Agreement, the Estopple Certificate shall (or, if there have been modifications, that the same is in full force and affect as modified and/or amended and stating the modifications and/or amendments).



- e. Working Capital Funding. With the exception of agreements between Merchant Seller and Purchaser that may be executed in the future, Merchant Seller shall not enter into any arrangement, agreement, contract, or commitment that in any way encumbers the Receivables, whether in the form of a purchase or sale, loan against, collateralization of, or the sale or purchase of credits against, Receivables or future check sales.
- f. Third Party Negatintors. Merchant Seiler agrees that it shall not to retain any third-party negotiator, consolidator, or oredit reflect agency with regard to Merchant Seiler's obligations under this Purchase Agreement or to attempt to renegotiate or settle Merchant Seiler's obligations under this Purchase Agreement. Merchant Seiler shall maintain and allow direct communication with Purchaser at all times during the course of this Purchase Agreement and shall not engage any third party to negotiate Merchant Seiler's obligations as stated in this Purchase Agreement. Merchant Seiler consents to the imposition of the "Third Party Negotiator Fee" set forth in the Fee Schedule upon Merchant Seiler's breach of this section. The "Third Party Negotiator Fee" shall be included in and made part of Additional Payments due under this Purchase Agreement.
- EVENTS OF DEFAULT. Any of the following (directly or indirectly) shall constitute an "Event of Default" under this Purchase Agreement.
  - a. Merchant Seller taking any action to discourage the use of electronic check processing of payment for Merchant Seller's goods and/or services that are settled through a Processor or permitting any event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase or payment of Merchant Seller's goods and/or including, but not limited to, direct deposit of any check into a bank account without scanning into the Purchaser electronic check processor.
  - b. Merchant Seller changing its arrangement(s) with any Processor in any way that is adverse to Purchaser.
  - c. Merchant Seller changing the Processor though which electronic checks are processed for settling the Receivables or permitting any event to occur that could cause diversion of any of Merchant Seller's check transactions to a new or different Processor other than the Processor being used as of the date of this Purchase Agreement.
  - d. Merchant Seller interrupting the operation of its business (other than adverse weather, natural disasters, or acts of God).
  - e. Merchant Seller transferring, moving, selling, disposing of, or otherwise conveying its business or assets or any ownership interest in Merchant/Seller without (i) Purchaser's express, prior written consent and (ii) the written agreement of any purchaser or transferce of any of the foregoing to assume all of Merchant Seller's obligations under this Purchase Agreement, which written agreement must be in a form satisfactory to Purchaser.
  - f. Merchant Seller taking any action, failing to take any action, or offer any incentive (economic or otherwise), the result of which would be to induce any of Merchant Seller's costomer(s) and/or client(s) to pay for Merchant Seller's goods and/or services with checks that are not settled through Processor.
  - g. Merchant Seller's failure to comply with or violation of any duty, obligation, or provision contained in this Purchase Agreement.
  - h. Merchant Seller's breach of any representation or warranty contained in this Purchase Agreement.
  - The discovery that any representation or warranty contained in this Purchase Agreement was incorrect, fidse, or misleading in any material respect at the time the representation or warranty was made.
  - J. Merchant Seller admitting in writing its inability to pay its debts or making a general assignment for the benefit of creditors; the institution of any proceeding by or against Merchant Seller seeking to adjudicate it a bankropt or insulvant, or seeking reorganization, arrangement, adjustment, or composition of it or its debts.
  - k. Merchant Setter sending a notice to Purchaser terminating or attempting in terminate this Purchase Agreement

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- Merchant Seller transporting, moving, interrupting, suspending, dissolving or terminating its business; transferring or selling all or substantially all of its assets; making or sending notice of any intended bulk sale or transfer.
- m. Merchant Seller's use of multiple depository accounts without Purchaser's prior written consent of Purchaser, changing its depositing account without Purchaser's prior written consent.
- n. Merchant Seller perform any act that reduces the value of any Collateral granted under this Purchase Agreement,
- o. Merchant Seller's breach of default under any of the terms, covenants, and conditions of any other agreement with
- 11. REMEDUS UPON AN EVENT OF DEFAULT. Upon and Event of Default, Purchaser shall have the right, without limitation, to the following remedies (each a "Protection"), which are cumulative and not exclusive and are in addition to any other rights and/or remedies available to Purchaser at law, in equity, or otherwise pursuant to this Purchase Agreement and/or applicable law und/or in equity. Merchant Seller agrees to pay all costs (including in-house alterney fees) incurred by Purchaser in collecting ony Payment or Additional Payments due under this Purchase Agreement and/or in enforcing the provisions of this Purchase Agreement.
  - a. Protection One, Immediate payment of the full value of the Receivables Purchased Amount, Additional Payments, and any and all other fess due under this Purchase Agreement, less the amount of Receivables delivered and Additional Payments made under this Purchase Agreement.
  - b. Protection Two. Confess judgment against Merchant Solier or/or any Guarantor pursuant to the Warrant of Attorney to Confess Judgment contained in this Purchase Agreement and/or in any Guaranty and execute upon any such confessed judgment.
  - e. Protection Three. Enforce its security interest in the Collegend.
  - d. Protection Four. Immediate refund by Merchant Seller to Purchaser of the entire Purchase Price.
  - e. <u>Protection Five</u>. Institute a legal proceeding against Merchant Setler and/or Guarantor to enforce Purchaser's rights at law, in equity, or otherwise pursuant to this Purchase Agreement and/or applicable law.
  - f. Protection Six. Exercise its rights under any Assignment of Leasu executed pursuant this Purchase Agreement.
  - g. Protection Seven. Debit Merchant Seller's deposit accounts (wherever situated) by means of ACH debit or facsimile signature on a computer-generated check traver on Merchant Seller's bank account.
  - h. Protection Elpht. In the event Merchant Seller changes or purnits the change of the Processor approved by Purchaser or adds an additional Processor, Purchaser may notify the new or additional Processor of Merchant Seller's sale of the Receivables to Purchaser pursuant to this Purchase Agreement and direct such new or additional Processor to make payments directly to Purchaser of all or any portion of my amount received by such Processor.
  - i. <u>Protection Nine.</u> Notify any customer, ellem, account creditor, or other third party that owes or may owe payments to Merchant Seller for Merchant Seller's goods and/or services of Merchant Seller's sale of the Receivables to Purchaser pursuant to this Purchase Agreement and direct such customer, ellent, account creditor, or other third party to make payments directly to Purchaser of all or any portion of any amount due to Merchant Seller.

#### 12. WARRANT OF ATTORNEY TO CONFESS JUDGMENT.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MERCHANT SELLER UNDER THIS PURCHASE AGREEMENT, MERCHANT SELLER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS PURCHASE

20 N 3rd Street, Philadelphia, PA 19106 Office: 215-922-2636 J Fax: 888-305-7562 Wase 1D: 190501345

AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00), ADDED FOR ATTORNEY REES TO THE EXTENT PERMITTED BY LAW, MERCHANT SELLER: (I) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND ACREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE NOW IN FORCE OR HEREINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS PURCHASE AGREEMENT, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL MERCHAN'T PURCHASE AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS PURCHASE AGREEMENT SHALL BE A SUFFICIENT WARRANT THEREFOR, PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT SELLER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT SELLER'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT SELLER FOR ANY PART OR ALL, OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PROCEEDINGS.

Merchant Seller's Initials

4) Merchant Seller's Initials

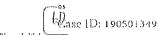
- 13. PROTECTION OF INFORMATION. Merchant Seller and each Owner or Guarantor authorizes Purchaser to disclose information concerning its, his, her credit standing (including, without limitations, credit buteau reports Purchaser obtains) and business conduct to agents, affiliates, subsidiaries, and credit reporting bureaus. Merchant and each Owner or Guaranter waives to the maximum extent permitted by law any claim for damages against Purchaser and/or Purchaser's officers, directors, agents, nttorings; employees and affiliates relating to: (i) any investigation undertaken by or on behalf of Purchaser permitted by this Purchase Agreement; or (ii) any disclosure of information as permitted by this Purchase Agreement.
- 14. CONFIDENTIALITY. Merchant Setter understands, agrees, and acknowledges that the terms and conditions of the products and services offered by Purchaser, including, without limitation, this Purchase Agreement and any other Purchaser documents (collectively, "Confidential Information"), are proprietary and confidential information of Purchaser. Unless disclosure is required by law or court order, Mercham Sellet shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor, or employee of Merchant who needs to know such information for the purpose of advising Merchant Seller ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Morehaut Seller and first agrees in writing to be bound by the terms of this section.
- 15. POWER OF ATTORNEY. Merchant Seller irrevocably appoints Purchaser as its agent and attorney-in-fact with full authority to take any action or to execute any instrument or document to settle all obligations due to Purchaser from any Processor or from Merchant Seller in the event of Merchant Seller's violation of this Purchase Agreement or the occurrence of an Event of Default under this Purchase Agreement, including, without limitation, the right to: (i) obtain and/or adjust insurance; (ii) collect monies due or to become due under or in respect of any of the Collatoral (whore applicable); (iii) receive, endorse, and/or collect any checks, notes, drafts, instruments, documents, or chattel paper in connection with clause (I) or clause (II) above; (iv) sign Merchant Seller's name on any invoice, bill of lading, or assignment directing Merchant Seller's customers and/or account debtors to make payments directly to Purchaser; and/or (v) file any claims or take any action or institute any proceeding that Purchaser decase necessary for the collection of any of the impaid Receivables Purchased Amount from the Collideral (where applicable) or otherwise to enforce its rights with respect to payment of the Receivables Purchased Amount.
- 16. ATTORNIEY FEES AND COSTS. Merchant Soller shall be responsible for and pay to Purchaser all costs Purchaser incurs in enforcing this Purchase Agreement and its rights and remedies under this Purchase Agreement, including atterney fees (for in-

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house counsel or outside counsel Purchaser retains to represent i(), court costs and/or fees, and costs of collection. Not withstanding the foregoing, attorney fees and costs to which Purchaser is entitled where judgment is confessed against Merchant Selier shall be governed the section of this Purchase Agreement entitled "Warrant of Confession of Judgment."

- 17. INDEMNIFICATION. Merchant Soller agrees to defend, hold harmless, and indemnify Purchaser and its officers, directors, agents, attorneys, and employees (collectively, "Indemnitee") from and against any and all losses, damages, liabilities, claims, costs, expenses, judgments, and altorney's fees resulting from (i) claims asserted by Purchaser for monies owed by Merchant Seller to Purchaser and/or (ii) actions taken by Processor in reliance upon information or instructions provided by Purchaser. Merchant Seller's obligation to defend, hold harmless, and indemnify as aforesaid shall in no manner be affected by the existence or non-existence of insurance. The rights to indemnity under this Purchase Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on Indemnitee by statute, ordinance, regulation, or otherwise.
- 18. NO LIABILITY. In no event will Purchaser be liable for any cluims asserted by Morchant Seller under any legal or equitable theory for lost profits, lost revenues, lost business opportunities, or exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by Merchant Seller.
- 19. <u>RELIANCE ON TERMS.</u> Applicable pottions of this Purchase Agreement are agreed to for the benefit of Merchant Seller, Purchaser, and Processor, and, notwithstanding the fact that Processor is not a party of this Purchase Agreement, Processor may rely upon the terms of those section and rules them as a defense in any action.
- 20. VOLUNTARY EXECUTION. Each of the Parties states that it has carefully read this Purchase Agreement, knows its contents, freely and voluntarily agrees to all of its terms and conditions, and has freely and voluntarily affixed its signatures hereto with full and complete authority to do so. Each Party acknowledges that the terms of this Purchase Agreement are fully understood and voluntarily accepted by each Party, after having a reasonable opportunity to retain and confer with counset. This Purchase Agreement is entered into after a full investigation by the each of the Parties, and neither of the Parties is relying upon any statements or representations not embodied in this Purchase Agreement.
- 21. BENEFIT: RIGHT OF ASSIGNMENT. This Purchase Agreement shall be binding upon and innre to the benefit of Merchant Seller, Purchaser and their respective successors and assigns. Notwithstanding the foregoing, Merchant Seller may not assign any of its rights and/or obligations under this Purchase Agreement without the express, written consent of Purchaser, which consent may be given or withheld at the sole discretion of Purchaser. Purchaser may assign, transfer, or sell its rights to receive the Perished Amount and may assign, transfer, sell, and/or delegate its duties under this Purchase Agreement either in whole or in part.
- 22. SURVIVAL OF REPRESENTATIONS. All agreements, representations, warranties, terms, conditions, and covenants set forth in this Purchase Agreement shall survive the execution and delivery of this Purchase Agreement and the consummation of the transactions provided for herein and shall continue in full force until all obligations under this Purchase Agreement shall have been satisfied in full and this Purchase Agreement shall have terminated.
- 23. INTEGRATION AND MODIFICATIONS. This Purchase Agreement constitutes the entire integrated agreement of the Parties with respect to the subject matter contained in this Agreement. This Purchase Agreement cannot be modified except by a writing signed by the Party to be bound. The Parties can be contacted at the following respective addresses set furth in this Purchase Agreement for purposes of this Purchase Agreement unless a Party provides the other Party with a different address in writing in the event the address for such Party contained herein changes.
- 24. NOTICES. All notices, requests, consent, demands and other communications hereunder shall be delivered to the addresses for each Party set forth in this Purchase Agreement.
- 25. NO WAIVER OF REALEDIES. No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Purchase Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Purchase Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.



- 26. CHOICE OF LAVY MIRISDICTION: VENUE. This Purchase Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, which laws shall control in the event of any conflict of law. With the exception of Purchaser's right to seek injunctive relief in any appropriate jurisdiction, Any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach hereof, or otherwise alleging claims related to or arising out of the Parties' business relationship shall be instituted in the Philadelphia County Court of Common Pleas, in the Federal District Court for the Eastern District of Pennsylvania, or in the Philadelphia County Municipal Court (collectively, the "Acceptable Forums"). Merchant Seller agrees that each of the Acceptable Forums is convenient to it, submits to the jurisdiction of any of the Acceptable Forums, and waives any and all objections to jurisdiction or venue in any of the Acceptable Forums. Should such proceeding be initiated in any other forum, Merchant Seller waives any right to appose any motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum. The parties each agree to (a) waive the right to punitive damages and (b) waive the right to trial by jury in any lowsuit brought pursuant to this paragraph.
- 27. SEVERABILITY. If any material provision or restriction contained in this Purchase Agreement shall be declared void or ununforceable under applicable law, the parties agree that such provision or restriction will be stricken, and this Purchase Agreement will continue in full force and effect.
- 28. HEADINGS. The headings in this Purchase Agreement are for convenience of reference only, are not deemed to constitute part of this Purchase Agreement and shall not limit or otherwise affect the construction of this Purchase Agreement. All references to the singular shall also include the plural, and references to the plural shall include the singular.
- 29. EXECUTION IN COUNTERPARTS: ORIGINALS. This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. Pacsimile and email significant shall be deemed to be originals for all purposes.
- 30. <u>JURY TRIAL WAIVER</u>, THE PARTIES WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS PURCHASE AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF OR OTHERWISE ALLEGING CLAIMS RELATED TO OR ARISING OUR OF THE PARTIES? BUSINESS RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY, VOLUNTARILY, AND WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.
- 31. CLASS ACTION WAIVER. THE HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AS BEING AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS PURCHASE AGREEMENT); AND (2) THE PARTY WHO INITHATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.
- 32. NO PRESUMPTION AGAINST BRAFTER. Merchant Seller hereby waives any rule of construction have that requires that ambiguities be constructed against the drafter of this Purchase Agreement.

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FAST ADVANCE FUNDING, INC.	
- State - Stat	
Company Officer	

#### SECURITY AGREEMENT

Security Interest. To seeme Merchant Seiler's performance obligations to Purchaser under the Agreement for the Purchase and Sale of Puttire Receivables (the "Purchase Agreement", Merchant Seller hereby grants to Purchaser a security interest in: (n) all accounts, chattel paper, documents, equipment, general intangibles, instruments, royalties, and inventory, as those terms are defined in Article 9 of the Uniform Commercial Code (the "UCC"), new or hereafter owned or acquired by Merchant Seller; and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and b collectively, the "Collateral").

Cross-Collateral. To secure Merchant's payment and performance obligations to Purchaser under this Security Agreement (the "Security Agreement"), Merchant hereby grants Purchaser a security interest in any and all personal property in any form now or hereafter used by Merchant-Seller as is or may be more fully described in any UCC filing made in connection with or relating to any agreement(s) between the Purchaser and Merchant-Seller relating to the purchase of future receivables (the "Additional Collateral"). Merchant understands that Purchaser will have a security interest in the aforesaid Additional Collateral upon execution of this Security Agreement.

Merchant Seller acknowledges and agrees that any security interest granted to Purchaser under any other agreement between Merchant Seller and Purchaser (the "Cross-Collateral") will secure the obligations bereunder and under the Purchase Agreement.

Merchant Seller agrees to execute any documents or take any action in connection with this Security Agreement that Purchaser deems necessary to perfect or maintain Purchaser's security interest in the Collateral, the Additional Collateral, and/or the Cross-Collateral, including, without limitation, the execution of any account control agreements. Merchant Seller hereby authorizes Purchaser to file any financing statement(s) deemed necessary by Purchaser to perfect or maintain Purchaser's security interest, which financing statement(s) may contain notification that merchant Seller has granted a negative pledge to Purchaser with respect to the Collateral, the Additional Collateral and/or the Cross-Collateral and that any subsequent tion or may be tortuously interfering with Purchaser's rights. Merchant Seller shall be liable for and Purchaser may charge and collect all costs and expenses, including, but not limited to, attorney fees, that Purchaser may incur in protecting, preserving, and/or enforcing Purchaser's security interest and rights.

Negative Pledge. Murchant Seller agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lieu on or with respect to any of the Collateral, the Additional Collateral and/or the Cross-Collateral, as applicable.

Consent to Enter Premises and Assign Lease. Purchaser shall have the right to cure Merchant Seller's default in the payment of rent on the following terms. In the event Merchant Seller is served with papers in an action against Merchant Seller for nonpayment of rent or for summary eviction, Purchaser may execute its rights and remedies under the Assignment of Lease. Merchant Seller also agrees that Purchaser may enter into an agreement with Merchant Seller's landlord giving Purchaser the right; (a) to enter Merchant Seller's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and/or (b) to assign Merchant Seller's lease to another qualified Merchant Seller capable of operating a business comparable to Merchant Seller's at such memisses.

Remedies. Upon any Event of Default under the Purchase Agreement, Purchaser may pursue any remedy available at law (including those available under the provisions of the UCC) or in equity to collect, enforce, or satisfy any obligations then owing, whether by acceleration or otherwise.

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#### ACKNOWLEDGEMENT OF RIGHT TO CONFESS JUDGMENT

KARA DIPIETRO, individually and on behalf of the Merchant APPIANT(S):

OBLIGEE: Fast Advance Funding, Inc.

The undersigned has(have) executed, and/or is executing, one or more of the following instruments under which the Merchant is obligated to deliver Receivables (in the form of monetary payments) to Obligee and under which Affiant(s) has(have) agreed to personally guaranty Merchant's obligations to Obligee:

- Agreement for the Purchase and Sale of Finure Receivables dated MAY 3, 2019, including, without limitations, Affiant's (or Affiants') Personal Guaranty(ics); and
- A. AFFIANT(S) ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY CONFESS JUDGMENT AGAINST THE MERCHANT AND AGAINST AFFIANT(S), AS GUARANTOR(S). BEING FULLY AWARE OF THE MERCHANT'S AND AFFIANT'S (AFFIANTS') RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE MERCHANT AND/OR AGAINST AFFIANT(S) BY OBLIGHE THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVE(S) THESE RIGHTS AND EXPRESSLY AGREE(S) AND CONSENT(S) TO OBLIGEE'S ENTERING JUDGMENT AGAINST THE MERCHANT AND/OR AGAINST AFFIANT(S) BY CONFESSION PURSUANT TO THE TERMS THEREOF.
- AFFIANT(S) ALSÓ ACKNOWLEDGE(S) AND AGREE(S) THAT THE ABOVE DOCUMENT(S) CONTAIN(S) PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE MERCHANT AND OF AFFIANT(S), IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE AIDOMENT OR HIDOMENTS AS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA OR OTHER APPLICABLE JURISDICTION.
- Affinm(s) hereby certify(ies) that the financial accommodations being provided by the Obligee are for a commercial transaction and not for personal, family, or household use, not in connection with a consumer credit transaction, and not part of a relaid sales agreement or contract.
- Affinm(s) acknowledge(s) that attached to this Acknowledgement of Right to Confess Judgment is a Practice to Enter Confession of Judgment and Assessment of Damages, the form of which Obligee may use in connection with confessing judgment against Merchant and/or Affiant(s) pursuant to the terms of the Purchase Agreement. Obligee may use the attached form or any form permitted or required (along with other documents permitted or required) by applicable law.

The statements made in this Acknowledgement of Right to Confess Judgment are made subject to the positives of 18 Pa.C.S.A. § 4904 relating to unsworn fulsification to multiplies linears:

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INDIVIDUALLY KARA GIPTETEO	- margidalisadismus	Suina tune	(messe)
>OR MERCHANT SELLER KARA DIPLETRO	teara ViPiciro	SIGNATORE	(IIII)

20 N 3rd Street, Philadelphia, PA 19106 Office: 215-922-2636 [ Fax: 888-305-7562 dike ID: 190501349

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20 N. 3 <sup>rd</sup> Street		Attorneys for Plaintiff
Philadelphia, PA 19106 (215) 922-2636		
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KARA DIPIETRO, GUARANTO	; )R,	<b>}</b>
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20 N 3<sup>rd</sup> Street, Philadalphia, PA 19106 Office: 215-922-2636 | Fax: 888-305-7562

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Clerk, Officer produktening records
Lears. Vipietro
ACK NOWLEDGED

#### GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to Purchaser, Merchant Seller's performance of all of the representations, and warranties made by Merchant Selfer in the Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement"), as may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due at the time of any breach by Merchant of any representation or warranty, or covenant made by Merchant in this Guaranty and the Purchase Agreement.

Guarantor Walvers. In the event Merchant Seller violates its representations and warranties under or breaches the Purchase Agreement, Purchaser may enforce its rights under this Guaranty without first seeking to obtain payment from Merchant Seller, anylor other guarantor, or any Collateral, Additional Collateral, and/or Cross-Collateral Purchaser may hold pursuant to this Guaranty or any other guaranty.

Purchaser does not have to notify Guarantor of any of the following events, and Quarantor will not be released from its obligations under this Guaranty if he, she, or it is not notified of: (i) Merchant Seller's violation of the representations and warranties of the Purchase Agreement or any renewal, extension or other modification of the Purchase Agreement. In addition, Purchaser may take any of the following actions without releasing Guaranter from any of his, her, or its obligations under this Guaranty: (i) renew, extend, or otherwise modify the Purchase Agreement or Merchant Seller's other obligations to Purchaser; (ii) release Merchant Seller from its obligations to Purchaser; (iii) sell, release, impair, waive, or otherwise execute upon any collateral securing the Charanteed Obligations; and/or (iv) forestose on any collateral securing the Gunranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that impairs or procludes the right of Guarantor to obtain reimbusement for payment under this Guaranty. Until all obligations are fulfilled under the Purchase Agreement and Merchant Seller's other obligations to Purchaser under the Purchase Agreement and this Quaranty are paid in full, Charantor shall not seek reimbursement from Merchant Soller or ony other guarantor for any amounts paid by it under this Guaranty. Currentor permanently waives and shall not suck to exercise any of the following rights that he, she, or it may have against Merchant Seller, any other guarantor, or any collateral provided by Merchant Seller or any other guarantor, for any amounts paid by it, or acts performed by it, under this Guaranty: (i) subrogation; (ii) reinbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event Purchaser must return any amount paid by Merchant Seller or any other guaranter of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Couranty shall include that amount.

GUARANTOR ACKNOWLEDGEMENT. Guaranter acknowledges that: (i) He/She/II understands the seriousness of the provisions of this Guaranty; (ii) He/She/II has had a full opportunity to consult with counsel of his/her/its choice; and (iii) He/She/II has consulted with counsel of his/her/its choice or has decided not to uvail blouself/herself/it of that upportunity.

JOINT AND SEVERAL LIABILITY. The obligations becomed of the persons or entitles constituting Guarantor under this Guaranty are joint and several.

#### WARRANT OF ATTORNEY TO CONFESS JUDGMENT

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY GUARANTOR UNDER THIS GUARANTY, GUARANTOR IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JIDGMENT AGAINST GUARANTOR FOR SUCIL SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS GUARANTY OR ANY ACCOMPÁNYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (3,000.00), ADDED FOR ATTORNEY FEES TO THE EXTENT PERMITTED BY LAW, GUARANTOR: (1) WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION; (2) WAIVES AND RELEASES ALL RELIEF FROM ALL APPRAISEMENT, STAY, EXEMPTION, OR APPEAL LAWS OF ANY STATE

20 N 3<sup>rd</sup> Street, Philadelphia, PA 19106 Office: 215-922-2636 | Fax: 888-305-7562 Please Indial Wase ID: 190501349

Decusign Covelege ID: SAGREFOE-7E3D-470F-9FAF-1D994C01E7FE	Page 17 of 24
FINDING	

NOW IN FORCE OR HEREINAFTER ENACTED; AND (3) RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS GUARANTY, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF PURCHASER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL GUARANTY AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GURANTOR SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS PURCHASER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS GUARANTY SHALL BE A SUFFICIENT WARRANT THEREFOR, PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR ALL OR ANY PART OF THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST GUARANTOR HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON GUARANTOR'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST GIBARANTOR FOR ANY PARTOR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING TO WILL CURE ANY ERRORS AND DEFECTS IN SUCH PROPERTIES.

Guarantor's Inffinis:	An interest the transfer of the control of the cont	Guarantor's Initlais: 🔽	COMPONENCIA MATERIAL CONTRACTOR (MATERIAL CONTRACTOR ) AND A
the exception of Purchase	r's right to seek infunctive relief in at	by appropriate jurisdiction, any action	offices in Pennsylvania and that, with a by or against Purchaser arising out of I concluded in the Commonwealth of

If Guntantor is an entity, the individual executing this Guaranty on behalf of such entity guaranter represents and warrants that her or she has full authority to execute this Guaranty and to bind the entity on whose behalf he or she is executing this Guaranty.

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Pennsylvania under the venue and jurisdiction provisions of the Purchase Agreement,

20 N 3rd Street, Philadelphia, PA 19106 Office: 215-922-2636 [ Fax: 888-305-7562 Wase ID: 190501349



# AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) ("Authorization Agreement") is part of (and incorporated by reference into) the Agreement for the Purchase and Sale of Future Receivables ("Purchase Agreement"). You should keep this important legal document for your records.

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Selfer/Merchant authorizes Purchaser to disburse the Cash Advance Proceeds less the amount of any applicable fees upon approval by initiating an ACH credit to the checking account indicated below (or a substitute checking account Merchant Selfer later identifies and is acceptable to Perchaser) (the "Designated Checking Account") in the disbursal amount set forth in the accompanying documents. This authorization is to remain in full force and offeet until Purchaser has received written notification from Selfer/Merchant of its termination in such time and in such manuer as to afford Purchaser and Merchant Selfer's depository bank a reasonable opportunity to act on it.

AUTOMATIC PAYMENT PLAN: Enrollment in Purchaser's Automatic Payment Plan is required for approval. By signing below, Merchant Seller agrees to enroll in the Automatic Payment Plan and authorizes Purchaser to collect payments required under the terms of Purchase Agreement by initiating ACH debit entries to the Designated Checking Account in the automats and on the dates provided in the payment schedule set forth in the Purchase Agreement. Merchant Seller authorizes Purchaser to increase the amount of any scheduled ACH debit entry or assess multiple ACH debits for the amount of any previously scheduled payment(s) that was(were) not paid as provided in the payment schedule and any unpaid Paes. This authorization is to remain in full force and effect until Purchaser has received written notification from Merchant of its termination in such time and in such manner as to afford Purchaser and Merchant Seller's depository bank a reasonable opportunity to act on it. Purchaser may suspend or terminate Merchant Seller's enrollment in the Automatic Payment Plan immediately if Merchant Seller fails to keep Merchant Seller's designated checking account in good standing or if there are insufficient fainds in Marchant Seller's cleeking account to process any payment.

If Merchant Seller revokes the authorization or if Purchaser suspends or terminates Merchant Seller's enrollment in the Automatic Payment Plan, Merchant Seller still will be responsible for making finely payments pursuant to the alternative payment methods described in the Purchase Agreement.

BUSINESS PURPOSE ACCOUNT: By signing below, Merchant Softer aftests that the Designated Checking Account was established and is maintained for business purposes and not primarily for personal, family, or household purposes.

ACCOUNT CHANCIES: Merchant Soller agrees promptly to untily Porchasor if there are any changes to the account and/or mating numbers of the Designated Checking Account

MISCULLANEOUS: Purchaser is not responsible for any fees charged by Merchant Seller's bank as the result of credits or debits initiated under this Authorization Agreement. The origination of ACH transactions to Merchant's account must comply with the provisions of U.S. law.

•••	the sunificient by:		
Signature/Dute CCC	teara ViPillro	Date	5/3/2019
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Routing Number	ON FILE		H-WANNER WINNER
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Business Name on Account	ON FILE		
Address on Account		6, <del>andrews - Maria (1988)</del>	A
Seller/Merchant Phone #		-0003-000-7-000-7-00-000-000-0-0-0-0-0-0	
Tax ID Number			
Email	- Million March Commonwealth Common C	.com.neer.eeree <sub>eeeeeeeeeeeeeeeeeeeeeeeeeeee</sub>	\$\(\text{\colored}\) = 1\(\frac{1}{2}\) = 1\(\frac{1}{2}\) = 2\(\frac{1}{2}\) = 2\(

20 N 3rd Street, Philadelphia, PA 19106 Office: 215-922-2636 | Fax: 888-305-2562 Pease folder

#### BANK ACCOUNT DISCLOSURE AFFIDAVIT

For the purpose of obtaining the Business Cash Advance (the "Business Cash Advance") evidence by the Agreement for the Purchase and Sale of Future Receivables of this same date, the undersigned Merchant Seller makes the following statement under penalty of law:

#### PLEASE SIGN OPTION ONE OR TWO

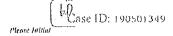
OPTION 1 - DISCLOSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Sellet/Merchant hereby declarer that in addition to the designated for ACH debit, the Sellet/Merchant olso has the following additional account(a) which he collimizes at to use in the event we are unable to debit from the designated account:

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	Date 573/2019 (2000)
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INFILING - By signing below, the merchant sweats, under acousty of law, that he bus no accounts in any tending institution in addition to the one provided for ACH additional accounts in any tending institution in addition to the one provided for ACH additional accounts in any tending institution in addition to the one provided for ACH additional accounts in any tending institution in addition to the one provided for ACH additional accounts in any tending institution in addition to the one provided for ACH additional accounts in any tending institution in additional accounts.

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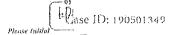




#### TRADE REFERENCES

Please provide a list of 3-5 professional references

Name	
Phone Number	
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Name	
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# NAME OF SELLER/MERCHANT: INFORMATION (To be filled out by the customer) I authorize Company (as shown above) to resume electronically debiting my bank account as detailed below, including a non-sufficient fund fee if applicable, until the debt to the company is paid in full. Full Name on Account; Account #: .... Routing #: \_ $\Box$ Salays Account Trine (select one): Checking Business Account [] Account Class (select ning): Consumer Account Number of Phymenis: \_\_\_\_\_ Payment amount: frequency of payments: Date of next payment: I understand that I may cancel this outhorization by contacting the company at least five (5) business days prior to the payment due date. I further understand that canceling my ACH authorizations does not relieve me of the responsibility of paying my account in full, and that if I cancel or revoke this authorization before the debt is paid in full, the Company may take additional actions including legal actions to secure the debt. 5/3/2019 NAME OF BANKE bara Diffictro CUSTOMER PRINTED NAME: CUSTOMER CONTACT TELEPHONE #



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CB COMPLETE OF THE COLUMN THE COL	22 N 3 <sup>MB</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Pax: 888-305-7562
nonewed KARA DIPIETRO, netsonally known to me or of	ne year 2018, before me, the undersigned Notary Public in and for soid state, personally stoyed to me on the basis of satisfactory ovidence to be the individual whose name is a that she/he executed the same in her/his capacity, and that by her/his signature on the child half dual seled, executed the insurmant.
NOTARY PUBLIC	



Dear Client:

Thank you for accepting this offer from Fast Advance Funding, Inc. We look forward to being your factoring partner for as long as you need

#### Dally ACH Program:

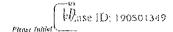
Fast Advance Funding will require viewing access to your bank account prior to funding as part of our underwriting process, as well as during the time you have a balance with our company.

Please be assured that we carefully safeguard your confidential information and only essential personnel will have access to it.

Please fill out the form below with the information necessary to access your account.

\*\* Be sure to indicate capital or lower-case letters.

NAME OF BANK:
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BANK FORTAL WEDSITE:
BAIN TORTAL WEBSTE.
USERNAME:
ON FILE
PASSWORD:
ON FILE
ON TAGE
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ACCURATE CONTRACTOR
SECURITY QUESTION/ANSWER 2
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ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:
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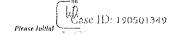


#### SCHEDULE A: PEE STRUCTURE

- 1. Origination Fee: \$2,995.00 to cover underwriting and related expenses
- ACH Program Fee WAIVED -- The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
- 3. NSF Pec \$75,00 (each) Up to FOUR TIMES ONLY before a default is declated;
- 4. Rejected ACH \$100.00 If a merchant directs the bank to reject our debit ACI4;
- 5. Bank Change Fee \$50,00 If a merchant requires a change of account to be debited requiring us to adjust our system;
- Blocked Account \$250,00 1f a merchant blocks PAP's ACH debit of the Account, bounces more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-card processors to process its receipts;
- Default Fee \$500.00 default fee If a merchant changes bank accounts or switches to another credit card processor without FAF's
  consent, or commits another default pursuant to the Purchase Agreement;
- 8. Collections Expense In the event of default, Merchant Seller shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filing fees and any other fees which may be incurred.
- 9. Miscellaneous Service Fees Merchant Seller shall pay certain fees for services related to the origination and maintenance of accounts. Each Merchant shall receive their funding electronically to their designated bank account and will be WAIVED for a Fed Wire. The current charge for the underwriting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be charged \$100.00 for every additional change of their operating bank account once they are active with FAF. Additional copies of prior monthly statements will incur a fee of \$10.00 each.
- 10 Risk Assessment Fue WAIVED
- 11 UCC Pcc -- WAIVED

NAME	- Dotables alwaichant signaturk:	
KARA DIPIETRO	bara Difutro	(=====================================
NAMEI	DEL WIRLEMANT RICHATURE	
KARA DIPIETRO	tare Diffulro	(anizaza)

HMC INCORPORATED and KARA DIPIETRO



DocuSign Envelope ID: 3A8B8F8E-7E3D-476F-8FAF-1D904C01E7FE

Page 24 of 24

### 77190 OAKLAND MILLS RD #10, COLUMBIA, MD 21046 MAY 3, 2019

### NOTICE OF SALE, ASSIGNMENT, and TRANSFER

Dear Account Debter of HMC INCORPORATED:

This letter is to notify you that on MAY 3, 2019, HMC INCORPORATED entered into an Agreement for the Purchase and Sale of Future Receivables (the "Purchase Agreement") with Fast Advance Funding ("FAF"). Under the terms of the Purchase Agreement, HMC INCORPORATED sold, assigned, and transferred to FAF all of HMC INCORPORATED's right, title, and interest in and to HMC INCORPORATED's future receipts, accounts, and contract rights arising from or relating to the payment of monles payable from you to HMC INCORPORATED (collectively, the "Receivables"). As such, FAF is the absolute owner of the Receivables, and HMC INCORPORATED no longer has any right, title, or interest in or to the Receivables.

FAF's is the absolute owner of the Receivables regardless of any Uniform Commercial Code financing statement that may have been filed by FAF or any other entity with respect to the Receivables.

FAF may provide you with a copy of this signed letter as proof of HMC INCORPORATED's sale, assignment, and transfer of the Receivables to FAF and of FAF's absolute ownership of the Receivables. Upon your receipt of a copy of this letter from FAF, you are authorized to deliver to PAF Receivables due from you to HMC INCORPORATED (absent the sale, assignment, and transfer made under the Purchase Agreement) in the amount indicated by FAF.

The undersigned represents that he/she is authorized to sign this letter on behalf of HMC INCORPORATED and to bind HMC INCORPORATED.

Very truly yours,
(kara Difictro
By: KARA DIMETRO
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Printed Name
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Tirle

Past Advance Funding.

Please Initial

Please tulling

Case ID: 190501349



# EXHIBIT "C"

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20 N. 3<sup>rd</sup> Street Philadelphia, Pennsylvania 19105 Phone: 215-922-2636 Fax: 888-803-4886

#### ACKNOWLEDGEMENT

#### I. KARA DIPIETRO, hereby acknowledge:

- > There has been no promise of additional capital in 30 days from funding by CBSG or any ISO (broker).
  - \* Our policy is that merchanis can seek additional capital from us when they have paid 55% of the Receipts Purchased Amount.
- > That CBSG does not permit outside fees and that no one has discussed additional fees with me. The fee amount for this agreement is STO BE DETERMINED, which will be held back from the funding amount.
- > There has not been and will not any contact from Third Party debt companies regarding this Factoring Agreement dated FEBRUARY 27, 2019.

I, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.

(Lus Wahr	2/27/2019
Calman Sam	·
Signature	Date

#### I, KARA DIPIETRO, hereby aclinowiedge:

Additional Funding "Stackbar" Fee: 15% of Advance Amount - If the MERCHANT/GUARANTOR takes additional funding at any point after being funded by CBSG, without prior notice to and consent by CBSG, a fee amounting to 15% of the amount of the advance shall automatically be added to the payback amount of the advance. CBSG reserves the right to declare the account in default, at any point after learning such "stacking" has occurred; regardless of the payments made by the MERCHANT/GUARANTOR, with the filing of the Confession of Judgement in a court of competent jurisdiction.

1, the undersigned, acknowledge that I am in agreement with these items, which are also described in defall within the pages of this document.

	Chora Melibro	2/27/2019
	Signature	Dute
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SECONDARY PHONE NUMBER: 419-309-0729	and the second s	

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20 N. 3" Street Philedolphia, Pennsylvania 19106 Phone: 215-922-2636

#### FACTORING AGREEMENT

Dated the 27TH day of PERROARY, 2019 by and between Complete Business Solutions Group, inc. ("CBSG" and/or "PURCHASER") and the "SELLEUMERCHART" Used below (as "Seller/Merebane" or "the Merchant").

Business Legal Name: HAIC INCORPORATED

DIBVACHMIC INCOMPORATED

Type of entity scheek one) [XI Corporation | [LAC 1] Limited Partnership |] Limited Liability Partneceship |] Sole Propeletor

Physical Address: 77198 OAKLAND MILLS RD 810, COLUMBIA, MD 21046 Meiliog Address, 77190 OAKLAND MILLS RD VIO, COLUMINA, MT 21046

Fed 1126: 52-2005467

PURCHASE AND SALE OF PUTURE RECEIPTS WITH SELLER RECOURSE

Seller/Merchant hereby sells, astigns and transfers to CBSG (unddag CBSG the absolute aware) in consideration of the funds provided ("furchase Price") specified below, all of Selter Metebant's fainte receipts, accounts, contract rights, and obligations due to Selter Merchant that arise train at relate to the payment of monies in Selter Merchant (non Selter Metebant's austomates and/or other third party payers (collectively the "Receipts" defined as all payments made by east, check. eredit or debit eard, electronic transfer or other form of monetacy payment in the ordinary control of Seller/Merchant's business) until such time as the "Hereigns Payelised" Amount (RPA)" has been delivered by Seller/Merchant to CHSG.

#### THIS IS A PACTORING A GREENENT WITH RECOURSE.

Company Offices

The Purchased Amount shall be paid to CUSCI by SelferMerchant's irrevocably authorizing only one depositing account acceptable to CUSCI (the "Account") to remit the Dully Specified Amount from the Suffer (New chant's receipts with such time as CBSO receives payment in full of the Receipts Purchased Amount. In consideration of servicing the account, the SelterMent hereby authorizes CRSG to ACH thebit the "Specified Daily Amount" from the merchant's bank account, as an approximation al'the base payment due mater the Specified Percentago. It is the Seller/Merchant's responsibility to provide bank statements for any nod all bank necessats by the Merchant to reconcile the daily payments made against the Vaily Specified Amount. Follure to provide all of their back statements in a timely manner or missing a mouth shall forfeit all rights to finance reconciliations. CBSG may, upon SelleriMerchant's request, adjust the amount of any payment due under this Agreement at CBSO's sole discretion and as it deems appropriate in servicing this Agreement. SelleriMerchant warrants that it will easive that funds adequate to cover the amount to be debited by ClisG remains in the necessary. Seller/Merchant will be held responsible for any fees insured by ClisG resulting from a rejected ACH attempt or no event of default (See Appendix A), CRSG is not responsible for any oventralls or rejected transactions in the Seller/Merchanic account which may result from CUSG's scheduled ACH debut under the terms of this agreement. Notwithsimiding mything to the contrary in this Agreement or any other agreement between CISE and Selles Merchant, upon the violation of any provision contained in Sections 5 and 11 of the GACT CIKING AGREEMENT, shall be deemed a breath of the representations and warrantee contained Berein A list of all free applicable under this FACTORING AGREEMENT is contained in Appendix A

Purings Pries \$1,356,060.08 Specified Percempes: 16% Duly Specified Amount havins at \$1.583.00 per day, and insecues based un necessions of insuns Receipts Perchased Amount 34,620,000.09

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGES 2 THROUGH 12 HEREOF ARE DERRY INCORPORATED DIRREIN AND MADE A PART OF THIS PACTORING AGREEMENT.

POR THE SECLEWMERCHANT By KARA DIPIETRO, OWNER Name and Time	(Schools State of Schools Schools State of Schools State of Schools Sc			
FOR THE SELLERIMERCHANT BY RABA DIPIETRO, OWNER Name and Title	x learn Difictro	<u> </u>		
COMPLETE BUSINESS SOLUTIONS CHOUP INC.				

To the extent set forth berein, such of the parties is obligated span biss her or its execution of the Agreement to all serves of the Agreement, including the Additional Perms set firth below. Bach individual executing this Agreement represents that is not she is natherized to sign this Agreement for Merchant, legally binding said Merchant to honor the terres of this obligation and that the information provided horsen and in all of CBNG documents. From and recorded interviews is true, necorate and complete in all respects. If may such information is false or misteralism, decreased shall be decored in material breach of all agreements and the representations and mazanties accommend because between Merchant and CUSC and CUSC shall be notified to all remedies available under law. Identical and each of the above-signed Officers/ Owners andhouses CBSG, its agents and representatives and any exciti-reporting agency engaged by CBSG, to (i) investigate any references given or any other adenums or data adiabated from a ideact Merchant in any of its Owners for the purpose of this Agreement, and (ii) pull are the regard at any time have not no long as

MERCHAR REPORTED CONTINUES IN THE TRIVERING SHEET THE CONSTITUTE E A CREEMENT AND THE THE AGREEMENT MAY CONSTITUTE A CONNECTION WITH THE AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUR OR INTENTIONAL MISREPRESENTATION

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ciniens, limbilities and expenses fineliading reasonable attomey's fees)

GENERAL TERMS OF AGREEMENT (MUTUAL WARHANTIES) REPRESENTATIONS

1.1 Electronic fund Transfer. Upon request from PURCHASER ("hereinafter CHSO or Purchaser") SellectMetelboit ("hereinafter Metelboit") shall execute such forms or agreements receptable to PURCHASER, with Bank prespieble to PURCHASER, to which electronic find transfer services. Merchant thatle provide PURCHASER, and/or its authorized agent with all the information, putborization and passwords measury for verifying Merchant's receivable, receipts and denote it into the account Merchant thall authorize unit appears that the december interesting and automate PURICHASTER modes it's agent to deduct the omigonal word to PURCHASTER for the Receipts as specified herein from settlement intouries which would ulterwise be due to Merchant from electronic check transactions and to pay such amounts to PURCHASER by pennitting PURCHASER to willulate the SPECIFIED DAILY AMOUNT by ACH debiting of the nerount. The nutbertention shall be increable without the

written consent of PIRCHASER.
1.2 Deposit Agreement, Seller/Merchant shall execute an apprennent (the "Deposit Apprennent") acceptable to PURCHASBR, with a Bank acceptable to "URCHASBR, to obtain electronic fund transfer services Murchani shall provide PURCHASER and/or iss authorized agent with all of the information, authorizations and passwords necessary for verifying Meschant's receivables, receipts and deposits into the sections, Merchant shell authorize PURCHASER and/or it's agent to deduct the amounts owed to PURCHASER for the Receipts in specified herein from settlement immigrate values would otherwise be due to Marchant from electronic check transactions and to pay regelight from crecitonic eneck distinctions and to pay such armumb to PURCHASER by penditing PURCHASER to withfraw the specified percentages by ACH debiting of the necount. The authorization shall be irrevocable without the written consent of PURCHASER

La Term of Agreement. This Agreement shall have a term a set forth above. Upon the expiration of the term, this Apreement shall automotically renew for successive smalar terms, provided, however, that during the renewal terms (s) Merchant may terminate dating the reason tensity mechanisms seminate this Agreement upon indeed days prior written indice (effective upon receipt) to PURCHASER. The termination of this Agreement shall not affect Mechant's responsibility to satisfy all outstanding obligations to PURCHASER at the time of termination. tel Future Purchases. PURCHASER reserves the right to research the offer to make any purchase payments bereunder, in its sole discretion.
1.5 Financisi Condition, Merchant

PURCHASER and his agents to investigate their financial responsibility and history, and will provide to PURCHASER any book or financial statements, the returns, etc., as PURCHASER deems necessary prior to or at any time after execution of this Agreement, A photocopy of this enthorization will be deemed as acceptable for release of financial information PURCHASER is authorized to update such information and bouncial probles from time to

Page 13

incurred by Processor resulting from (a) claims asserted by PURCHASER for monies owed to PURCHASISE from Metchant and (b) actions taken by Processes in religing upon information or instructions provided by PURCHASER.

1.6 No Liability, in no event will COSO be liable for to the customer, in the event with court of the inter-ony eliminates and by Merchant tender any legal theory for last profits, loss revenues, last business appartuoities, exemplary, publice, special, incidental. indirect or consequential damages, each of which is waived by Merchant.

1.7 Beliance on Terms. Section 1.1, 1.7, 1 8 and 2.5 of this Agreement are upsed to for the benefit of Merchant, PURCHANER and Processor, and nativities and the fact that Processor is not a party of

nativationation the fact that recessing is not a party in this Agreement, Princessor may rely upon their terms and raise them as a defense in any netion. 1,10 Sate of Receipts, Merchant and CBSO agree that the Purchase Price under this Agreement is in exchange for the Parchased Amount and that such Yurshase Price is not intended to be, not shall it be construct as a foun-tion PARCHASER to Morchant. Merchant agrees that non purecularities to Mocking Potential agrees that the Purchase Price is in exchange for Pouve Receipts pursuent to this Agreement equals the few market value of such Receipts, PURCHASER has purchased and shall own all the Receipts described in this Agreement up to the full Purchased Amunit as the Receipts are erested. Payments made to PURCHASER with respect to the full amount of the Receipts shall be conditioned to the 100 amount of the recepts shall be commission upon Merchant's sale of products and services find the payment therefore by Merchant's customers in the manner provided in Section I.I., IN NO EVENT SHALL THE AGGREGATE OF THE AMOUNTS, RECIEVED BY DIEMMED AS INTEREST HEREUNDER, In the event that a court determines that PURCHASER has charged or received interest hereunder, and that said amount is in excess of the highestapplicable inte, the rate in effect hereunder shall agress approach into, me the in crieca accounce shall informational of the maximum rate permitted by applicable law and PURCHASIR shall promptly refund to Merchant any interest received by PURCHASIR to occurs of the maximum lawful tabe. it being intended that Merchant not pay at continct to pay, and that PURCHASER not receive or employed to pay, and full PURCHASER for receive, directly or indirectly in any moment whotsoever, interest in excess of that which may be paid by Merchant under opplicable low. MRCHANT ACKNOWLOGES THAT PENNSYLVANIA LAW APPLIES TO THE WITHIN AGREEMENT.

1.11 Monthly Assessment of Sterchant Cesh Flow Merchant hereby authorizes PURCHASER to initiate one or more ACH debits at the specified "Daily Retrieval Rate" from the Account as an approximation of the base payment due under the Specified Percentage. It is the Merchant's responsibility to provide funccial information (e.g. bank statements, credit and processing sintements, general ledger) recurrence to Merchant on a monthly basis so that the such information and thouseful profiles from time to difference to Merchant of a mondially basis so that the Brity Retrieval flate opposits to Specifical Percentage, and the provide PURCHASER with Merchant's appointed in provide PURCHASER with Merchant's appointed in provide PURCHASER with Merchant's appointed on communication in this propian.

1.7 Indemnification of communication in this propian.

1.8 Indemnification Merchant jointly and severally purpose and had been processor, as officers, within the propian of deciment to settle all obligations due to PURCHASER from Processor, or in the case of a widation by Merchant of Section 1.2 or the occurrence directions and shareholders against all lowes, domages, 20 N. 14 Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2616 Pax: 888-803-4886

Merchant, under this Agreement, including without limitation (i) in obtain and adjust insurance; (ii) to collect ments due or to become due under or in reservi of my of the Collateral; (iii) to receive, underse and collect any checks, notes, dards, instinuents, documents or chattel paper in connection with clause (i) or clouse (ii) shove, (iv) to sign Merchant's name on any invoice, bill of lading, or assignment directing costoners or account debtors to make payment directly to PURCHASUR; and (v) to the my claims or take any oction or institute any proceeding which PURCHASER may deem necessary for the collection of any of the someol Purchased Amount from the Collateral, no otherwise to enforce its rights with tespect to payment of the Porebased Amount.

1.13 Protections Against Default, Merchant centescrits and contents thus it will not violate Cinditions (a) through (c) below and in the event of default thereimide the following Projections I through R may be invoked by PURCHASER, immediately and without notice to Merchant in the event; (a) Merchant takes any action in discourage the use of circlemic click processing that are settled through Processor, or permits my event to occur that could have an adverse effect on the use, acceptance, or authorization of checks for the purchase of Merchant's services and products including but not limited to direct deposit of any cheeks into a bank account without secondary into the PURCHASIA electronic check processor; (b) Merchant changes its arrangements with Processor in any way that is adverse to PURCHASER; (c) Merchant changes the electronic chack processor through which the Receipts are tetiled from Processes to mother electronic check processor, or permits any event to occur that could cause diversion of any or Merchant's check transactions to another processor, (d) Merchant intercepts the operation of this business (other than macrapis are operation of any outliers going rain adverse wealther, national disasters or acts of God) transfers, moves, sells, disposes, transfers or otherwise enveys its busiones or extens without (i) the express prior written consent of PARCHANIR, and (ii) the written agreement of any purchases or inacsferes to the assumption of all of Merchant's obligations under this Agreement programm to documentation satisfactory a PURCHASER; or (c) Mexchant takes any action, fails to take any action, or offers any incentive-economic or otherwise-the result of which will be to induce any elistories of eustineers to pay for Meschant's services with any means other than cheeks that me actified through Processor. These proceedings are in addition to any other remedies available to PURCHASER at law, in equily an inherivise passional to this Agreement

Protection 1. The full inscallected Purchase Amount plus all fees due under this Agreement and the attached

plus air fees and upper that Africaniera and top substance Security Africaniera become due and payable in full immediately Procyticing 2 Upon breath of ANY MATERIAL PROVISION ON BREACH OF REPRESENT. ATIONS AND WARRANTIES in this Appendix, PURCHASER may enter that conferrion of judgment (neighborn) with the Clerk of the Court and execute Berenn,

Protection 1. Perchaser may enforce its security interest in the Colliteral (neutified in Article III hereal)

Projection 4. The entire Unpaid Purchase Amount shall become impredictely refundable to PURCHASER from Merchant

Princetion & Purchaser may proceed to protect and this control of the c

Merélimit toitlols \_\_\_\_

Case 1D: 190501349

rensonane automosy reas and court costs. Protection of this Agreement, deliver to PURCHASHR no execution of this Agreement, deliver to PURCHASHR no executed assignment of lease of theretiant's premists in fovor of CBSG, Upon breach of any provision in this paragraph 1.13, PHRCHASER may exercise its rights bades such actionment of these

under such assignment of lease.

Protection 7, PURCHASER may debit Merchant's depository accounts wherever situated by means of ACH debt or facsimile signature on a computer-generated elected trawn on Merchant's bank account

material, to notify the new or additional Processor of the site of the Receipts became from the site of the Receipts became from the site of the Receipts became from the site of additional Processor to make payment directly additional Processor to make payment directly satisfactory to PURCHASER and shall provide by such Processor.

by such Processor.
1.14 Protection of Information, Merchant and each 1.14 Protection of Information, Merchant and each Merchant will not change its processus, and terminals, person signing this Agreement on behalf of Merchant will not change its financial institution or bunk recount(s) or leavest take any other action that could have any goverse effect personally, notherizes PURCIASER to disclose upon Merchant's abligations under this Agreement, information rememing Merchant's and each Owner's without PURCIASER's prior written consent. Any credit sending (including credit hurrau rapous that such cluning shall be a material breach of this PURCIASER obtains) and business conduct only to Agreement.

Agreement.

Agreement of the material breach of the processor and account Merchant and each Owner breaby varies to Change of Name or Lovation. Merchant will not the merimum extent permitted by law any claim for thought Merchant will be an account of the processor and PURCIASER of the material businesses under any manus office of the processor and PURCIASER of the material businesses against PURCIASER or any of its gibbs of the Processor and PURCIASER of the processor and procesor and processor and processor and processor and processor and pr bureaux, Metchant and each Owner hereby wares to the maximum extent permitted by him why claim for them as disclosed to the Processor and PURCHASER denotes against PURCHASER or any of its affiliates relating to any (f) investigation undertaken by 10 or behalf of PURCHASER as permitted by his Agreement or (ii) disclosure of information as permitted by this Agreement or (iii) disclosure of information as permitted by this Agreement.

permitted by this Asycenton, 1.15. Conflictability, Merchant understands and appear that the terms and conditions of the products and services official by PURCHASER, including this Appearant and any other PURCHASER services offered by PURCHASER, including this Agreement and any other PURCHASER documentations (collectively, "Confidential Information") are proprietary and confidential Information of PURCHASER, Accordingly, unless disclosure is required by faw or court order, Merchand shall and disclosure is required by faw or court order, Merchand PURCHASER to any person other than an attention, account and, financial advisor or employee of Merchand who needs to know such information for the purpose of advising Merchand ("Advisor"), provided such Advisor uses such information salely for the purpose of advising Merchand ("Advisor"), provided such Advisor uses such information salely for the purpose of disting Merchand and first agrees in writing to be bound by the terms of this Section 1.15.

1.16 IMBA's. Merchand hereby acknowledges and agrees that PIRCHASER may be using "doing design".

agrees that PURCHASER may be using "doing husteers as" or "daba" names in connection with entions matters relating to the transaction between PURCHASER and Merchant, including the liken of UCC | financing statements and other notices or Stings.

MERCHANT REPRESENTATIONS, WARRANTIES AND COVENANTS Murcham represents, warrants and envenants that as of this date

and during the term of this Agreement: 1.1 Planetal Condition and Planethi Information. All Planetal Condition and Constitution of the Constitution of the Constitution of the Constitution of Metchant at such diese clear of any and all liabilities, lies, vicinity, then of Metchant at such diese clear of any and all liabilities, lies, vicinity, thenges, Metchant has a contamine, affinative orbigation to restrictions, conditions, options, rights, mortgoges, advise PURCHASER of any material or adverse security interests, equality, pledges and cocumbrances.

costs of PURCHASER'S legal action, including all change in his financial condition, operation or reasonable attorneys' feet and court costs.

overlarship PURCHASER may request statements at ownership. PURCHASER may request statements at any time during the performance of this Agreement and the Merchant shall provide them to PERCHASER within 5 business days, Merchant's finding to do so is a moterial breach of this Agreement.

more not reaction was Agreement.
2.2 Governmental Approvals. Merchant is in
compliance and shall comply with all laws and has
valid permits, authorizations and liveness to own,
operate and lease its properties and to conduct the

depositery accounts wherever situated by means of appears and the constant of a faction in a properties and the constant of the state of faction in a computer business in which it is processedly engaged business in which it is processed engaged engaged the faction in the change of the Processor, in violation of Section 1.1 above, CBSO shall have the right, without varieties are additional Processor, in violation of Section 1.1 above, CBSO shall have the right, without varieties are additional processor, and of which have been ably authorized.

adexinon unsured in automas and against cases a air satisfactory to PURCHASER and shall provide PURCHASER proof of such insurance upon request, 2.5. Bleetronic Cheek Precessing Agreement. Merchant will not change its processir, odd terminals, change its financial institution or book account(s) or

2.8 Estapped Certificate, Marchant will all any line, and from sime to time, upon at least one (1) day's prior notice firin PURCHASER to Merchant, execute, acknowledge and deliver to PURCHASER and/or to any other-pesson, person from or corporation specified by PURCHASER, a statement certifying, that this Agreement is mimodified and in full force and effect for, if there have been modified into the fire same is in the force and effect as modified and station and account and account of the force and effect as modified and station in full force and effect as sandified and stating the modifications) and stating the dates which the Purchased Amount or any purtion thereof has been

2.9 No Unnkruptey, As of the date of this Agreement, Merchant does not confemplate and has not filed any petition for bankruptey prairesion under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Merchant Merchant futher warrants that it does not until pate filing my such hadrengicy polition and it does not auticipate that an invelousary petition will be filed against it, in the event that the Metchaul file for bankenptey protection is placed under un involuntary

filling Protections 2 and 3 are immediately invoked.

7.10 Working Capital Funding, Merchant shall not enter into any arrangement, argeoment or commitment that relates to or involves the Receipts, whether in the form of a purchase of, a long against, colluteral against in the sole or purchase of english against, Receipts or Raine check sales with any party other than PURCHASER

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of any kind or native whatspever ex any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of PURCHASUR.

2.12 Business Purpose, Metchant is a willid husiness in good stending under the laws of the jurisdictions in good reguling whose the loves to the jurisdensions in which it is organized undulin openies, and Merchant is entering into this Agreement FOR BUSINESS PURPOSES ONLY and not as a consumer for personal, family as bousheld juriposes, 2.13 Default under Other Contracts, Merchant's

execution of and/or performance under this Agreement will unleasted to greate an event of default by Merchant under any control with another person or entry, 2.14 3rd Party Negotiators with Report to Tids

Agreement and the Obligations Herela. Meschant hereby agrees not to retain any 31st party negotiators. consolidators, or credit reflet agentics with regard to its
obligations under the terms of this Agreement
Merchant will maintain and allow thect communication with PURCHASER of all times during the course of this Agreement and shall not course on 3rd party to acquirate its obligations as stated in this Agreement. Should Merchant violate this subsection 2 14. Merchant will be liable for the additional fee as

2 14, Methani wil de houje tot the doubtonal see as specific in the attached Appendix A.

ILL EVERTS OF UREACH OF IMPERICAL OF IMPERICAL OF IMPERICAL AND COVENANTS AND REMEDIES.

2.1 Events of Breach of Representations, Varrantles and Coverants, The neoutrones of any of the following events shall constitute an "Event of a Breach of Representations, Warmities, and Coverants" herounites (a) Merchant shall violate any term or covernat in this Agreement, (a) Any representation in warranty by Muschant in this Agreement shall prove to have been incorrect, false or mistreding in any uniterial respect when made; (c) becomes shall admit in writing its untility to pay its debts, or shall imple a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant seeking to objections nativities by a ngunta retection seeking to explorests in banking to insubent, or seeking reorganization, arrangement, adjustment, or composition of it er its debts, (a) the sending of notice of termination by MERCHANT; (b) Merchant shall transport, more, interrupt, suspend, disorder or terminate its business; (f) Merchant shell trustee or sell all or substantially all filterances, and the sell of the second native for the second native (1) whereast some instance of an or assumantial and its restels (in) Merchant shall make or send notice of any intended bulk sale or transfer by Merchant (ii) Merchant shall use multiple depastiony accounts without the prior vertice content of PORCHASER (i) Merchant shall change its depositing account without the prior written consent of FURCTIASER, (x) Merchant shall purform any act that reduces the value of any Cellateral granted under this Agreement; (1) Mereinant shall engage a third party to renegotiate the terms of this Agreement on Merchant's behalf; (m) tems of this Agreement on Merchant's behalf, (n) Merchant shall engage a third posty in an attempt to costs direct communication unifor routed with PURCHASER; or (n) Merchant shall default under any of the terms, covenants and conditions of any other neglection with PURCHASER.

3.2 Remedies. In case any livent of a Breach of Representations, Warranties and Covenants, 1964ath

negras and is not vaived parsiant in Section 4.8 hereof.
PURCHASER may proceed to protect and enforce its rights or remedie; by suit in equity or by action at law, or both, whether for the specific performance of any coverent, agreement or other provision contoured

Merchant Inhials (10)



Default, are elementative and not exclusive, and shall be in addition to any other rights, powers or remedies

You, in the event of a liteach of the warnishes, consisting, and expressimitions sheld indee his processing, and expressimitions sheld indee his processing, and expression and the processing of the representations of the representations of alternation of the representations of alternations of the representations of the representation of the representations of the representation of the r THAT ANY REAL ENTATE MAY BE NOLO ON MANCELLANROUS

A WRIT OF EXECUTION; (2) WAIVE AND d.I. Modflerdoms; Agreements No modification, related to the first term of any provision of this subject matter better.

APPRAISEMENT, STAY, EXEMPTION OR Agreement shall be effective unless the same shall be affective unless the same shall be affected. The parties adjusted that the parties of the parties

Phone 215-922-2636 Fax 888-803-4886 Phone 215-922-2636 Fax 888-803-4886 Phone ebligations because of any other legal or equivalent and any other legal of the exercise of any state of any s Default, are elementative and not exclusive, use shall be in adultion to any other rights, powers or resudes in adultion to any other rights, powers or resudes provided by law or public.

3.3 Content to Sulf-Transfer of interest: In event of ECERTY AGREEMENT SHALL BE A complex companies on the this Agreement, Merchant processing on the this Agreement, Merchant processing on Purchaster of interest: In event of Uncoments in the Same on Different Experimental and processing on the this Agreement, Merchant DUCAMENTS IN THE SAME OR DIFFERENT Seale of transfer of its purchaster in distriction and internating observed from transfer of interest in adultion of the Agreement, Merchant DUCAMENTS IN THE SAME OR DIFFERENT Seale of transfer of its purchaster in distriction and internating observed from transfer of the processing of the proces purtue legal remedies in PYUP's learne State of New AGAINST THE, MERCHANT HENDERFORM THE BUTTON A THE BUTTON AS THE CREEK OF A LICENSE OF A LICENSE

28 N. 32 Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fax: 888-803-4886

disputes. All signatories to this Agreement consent that this Agreement shall be governed by and construct in secondance with the laws of the Commonweally of in accordance with the first of the continuous and in Pennsylvania, without regards it any applicable principals of conflicts of law. Any avit, action or proceeding niving, beceinder, or the interpretation, performance or breach fivering shall, if PINCHASER are cleets, be instituted in the Court of Caminon Pleas, so etects, be instituted in the Court of Contain Pens, Philadelphia County, Teledral Court for the Bastern District of Penusylvania, or the Philadelphia County Magnitupal Count, (the "Acceptable Forums or Meteriant agrees that the Acceptable Forum are convenient to it, and submits to the jurisdiction of the Acceptable Forms and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated from other forum, Merchant waives my tight to oppuse my motion or application made by PURCHASER to knowler such proceeding to an

Acceptable Farum.

4.2 Survival of Representation, six All survival of Representation, six All survive the execution and delivery of this Agreement and shall continue in full furee until all obtigations under this Agreement shall have been salished in full and this Agreement shall have terminated

and this Agreement shall have terminated.

4.8 Severability in case may of the provisions in this Agreement is found to the invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

4.9 Entire Agreement. Any provision beconformabilisted by law thollow for first feetive and you to be extent.

of such prohibition without incollecting the remaining provisions beared, This Agreement and Security Agreement hatela embaly the emire agreement between Mercinan rad PURCHASTIR and supersede

Merchant Initials Merchant Initials This

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ENFORCEMENT HEREOF, THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DIRESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH TUBBLE ACTORDAYS.

EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THE RATTORNEYS.

4.11 CLASS ACTION WAIVER. THE PARTIES HEBETO WAIVEANY RIGHT TO ASSERT ANY CLAIMS ACAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY, TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATORNEYS FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WHISTATORIS AND (1) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHER PROVISION IN THIS AGREEMENT; AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHER PROVINCIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4,12 COUNTERPATS & PACHIBILIFERMIS SIGNAULES.

4,12 COUNTERPATS & PACHIBILIFERMIS SIGNAULES.

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4,19 COUNTERPATS AND RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATI

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Merchant Initials Serchant Initials ( [i) \_\_\_\_

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20 N 3rd Street Philadelphia, Pecusylvania 19106 Phane: 215-922-2636 Fux: 888-803-4886

Seller/Merchant's Legal Name: HMC INCORPORATED DBA HMC INCORPORATED

Physical Address: 77190 OAKLAND MILLS RD #10, COLUMBIA, MD 21046

FBD ID # (Merchant); 52-2005467

SECURITY AGREEMENT

Security Interest. To secure SELLER/MERCHANTS'S performance obligations to PURCHASER under the "Factoring Agreement", SELLER/MERCHANT hereby grants to PURCHASER a security interest in (a) all accounts, challed inner, documents, experiment, general intergables, instruments, and inventory, as thate terms are defined in Article 9 of the Uniform Commercial Code (the "ECC"), now or hereafter owned or acquired by SELLER/MERCHANT, and (b) all proceeds, as that term is defined in Article 9 of the UCC (a and b collectively, the "Collateral")

Cross-Collisters), To secure MERCHANT's payment and performance obligations to PURCHASER under this Security Agreement (the "Agreement"), MERCHANT hereby grants PURCHASER a recordly interest in \_\_\_\_ (the "Additional Collisters"). MERCHANT understands that PURCHASER will have a security interest in the aforesaid Additional Collisters upon exception of this Agreement.

SELLERABERCHANT acknowledge and agree that any security interest granted to PURCHASER under any other agreement between SELLERAMERCHANT and PURCHASER (the "Cross-Callateral") will recare the obligations becounder and under the FACTORING Agreement

SELLER/MERCHANT ogress to execute any documents or take any setting in connection with this Agreement as PURCHASER deems necessary to perfect or maintain PURCHASER'S first priority security Interest in the Colleteral, the Adultional Colleteral and the Cross-Colleteral, including the execution of any necessary to perfect or maintain PURCHASER to the any financing statements deemed necessary by PURCHASER to perfect or maintain PURCHASER's according instead, which financing statement may could in confidention and the Cross-Colleteral, and that SELLEDIM/BRCHANT have granted in againty epicage to PURCHASER with expect to the Collateral, the Additional Colleteral and the Cross-Colleteral, and that any subsequent ties or may be totausely interesting to the PURCHASER's rights SELLERIM/BRCHANT shall be liable for and PURCHASER may charge and anilose tall rosts and expenses, including but not limited to alterney's fees, which may be incurred by PURCHASER in protecting, preserving and aniloseing PURCHASER's security interest and rights.

Regulive Fledge, SELLER/MERCHANT agrees not to create, incur, assume, or pennit to exist, directly or indirectly, any tien on or with respect to any of the Collateral, the Additional Collateral or the Creas-Collateral, as applicable.

Consent to Enter Premiers and Assign Lease, PURCHASER shall have the right to give SELLERIMERCHANT default in the payment of reat on the following terms. In the event SELLERIMERCHANT is served with papers in an action against SELLERIMERCHANT for nonpayment of reat or for summary eviction, PURCHASER may execute its rights and remedies under the Assignment of Lease. SELLERIMERCHANT also agrees that PURCHASER way enter into an agreement with SELLERIMERCHANT builded giving PURCHASER the right: (a) to enter SELLERIMERCHANT of premises and to take passession of the between equipment therein full the purpose of protecting and preserving same, and (b) to assign SELLERIMERCHANT'S tesse to another qualified SELLERIMERCHANT cupable of operating a business comparable to SELLERIMERCHANT at such premises.

Remedies. Upon any Event of Definith, FURCHASTER may pursue any remedy available at law (including those available mater the provisions of the UCC), or ni equity to collect, on fire, or satisfy any abdigutions then airding, whicher by novelentian or etherwise.

SELLRIVMENCHANT BY; KARA DIPIETRO, OWNER Leara Diffictro

erchina Initials

Merchant Initials

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#### DISCLOSURE FOR CONFESSION OF JUDGMENT

AFFIANT:

KARA DIPIETRO

OBUGER:

Complete Business Sciutions Group, Inv. d/b/a Par Funding

The undersigned have executed, maker is executing, on even date herewith, one or more of the following insumments under which the Merchani is obligated in

Pacturing Agreement dated FEBRUARY 27, 2019; and

A. THE MERCHANT ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGES MAY EXTER JUDGMENT BY CONFESSION AGAINST THE MERCHANT. BEING FULLY AWARS OF THE MERCHANT'S KIGHTS TO PRICE NOTICE AND A HEARING ON THE VALISHTY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSETTED AGAINST THE MERCHANT BY OBLIGES THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED REREDY REBELY, KNOWINGLY, AND INTELLIGENCY WAIVES THESE KIOHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGER'S ENTERING JUDGMENT AGAINST THE MERCHANT BY CONFESSION PURSUANT TO THE TERMS THEREOP

B. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGER MAY, AFTER ENTRY OF SUDEMENT AND WITHOUT RITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OF PROCEED AGAINS FITHE INTERESTS OF THE MERCHANT IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE REGIGNET OF SUDGMENTS. BEING FULLY AWARE OF THE MERCHANT'S RIGHT'S AFTER HEIGHMENT OR SUDGMENTS, THE ONDERSIGNED HERBORNT KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGERS TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE MERCHANT.

The Merchant hereby certifies that the financial accommodations being provided by the Obligee are for a business purpose, and not for personal, family or household use.

The matericans made in this Disclosure for Confession of Judgment ore made subject to the penalties of 18 Pa C S.A. § 4904 retains to instrum fedsification to nutborities,

bara Diputro

SELLEDMERCHANT By: KARA DIPIETRO

is quiest of assesson on

EINII 52-2005-167 KARA DIPIETRO

leara Dipietro (Kigmali Vilages 153012)

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20 N. 3rd Street Philadelphia, Pennsylvania 19406 Phone: 215-922-2636 Fux: 888-803-4886

#### GUARANTY

Personal Guaranty of Performance. The undersigned Guarantar(s) hereby guarantees to PURCHASER, SELLERIMERCHANT'S performance of all of the representations, and varianties under by SELLERIMERCHANT in this Agreement and the Fuelering Agreement, as each agreement may be tenewed, amended, extended or intervise modified (the "Courantees Obligations"). Guarantar's abligations are due at the time of any breach by Merchant of any representation or warranty, or governant made by Merchant in this Agreement and the Merchant Agreement.

Guarantor Walvers. In the event that SELLER/MERCHANT violates in representations and warranties under the FACTORING AGREEMENT, PURCHANER may enforce its rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantier, or any Callateral, Additional Cubateral or Cross-Collateral PURCHASER may hold pursuant to this Agreement or any other guaranty

PURCHASER does not have to notify Guaranter of any of the following events and Guaranter will not be released from its obligations under this Agreement if it is not autified an (i) SELLERAMERCHANY'S violation of the representations and warranties of the PACTORING AGREEMENT or any renewal, extension or other modification of the PACTORING AGREEMENT of any tension of a the properties of the PACTORING AGREEMENT in addition, PURCHASER may take any of the following actions without releasing Guarante from any of its obligations under this Agreement (i) ronew, extend or otherwise modify the PACTORING AGREEMENT of the obligations to PURCHASER; (ii) release a SELLERAMERCHANT'S other obligations to PURCHASER; (ii) release, impair, utilize or otherwise execute upon any collateral scentring the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that drapain are procludes the right of Guarantee of the Guaranteed Obligations or any other guarantee of the Guaranteed Obligations in a manner that drapain are procludes the right of Guarantee of the Guarantee of the Guaranteed Obligations or payment under this Agreement. That all obligations are fulfilled under the FACTORING AGREEMENT and SISTLERAMERCHANT'S other obligations to PURCHASER under the FACTORING AGREEMENT and this Agreement are paid to fulf, contacted shall not seek retainbuses pend them Metabast or any other guaranter for any unmanns paid by it proder this Agreement. Guaranteed pervised by SISTLERAMERCHANT or any other quaranter, for any salest SELLERAMERCHANT, any other guaranter, or any collateral provided by SELLERAMERCHANT or any other guaranter, for any unmannst paid by it, or acts performed by it, under this Agreement (3) subrigation; (ii) reinhursement; (ii) performance; (iv) ladicantification; or (v) contribution, in the event that PURCHASER must return any amount paid by SELLERAMERCHANT or any other guaranter, and performance; (iii) performance; (iv) ladicantification; or (v) contribution, in the event that PURCHASER must

CUARANTOR ACKNOWLEDGRMERT. Gunrantor acknowledges that: (i) HetShe understands the seriousness of the provisions of this Agreement; (ii) HetShe has had a full apportunity to consult with counsel of his choice or has decided not to avail ituussifiherself of that apportunity.

JOINT AND SEVERAL LIABILITY. The obligations hereunder of the persons or cutifies constituting Guarantor under this Agreement are joint and several,

By: KARA DIPLETRO, Individual Guatamer

bara Vificiro

By KARA DIPIETRO, Individual Guaranter

Lura Difiulro

SS# 180 60-1481

THE FERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "MERCHANT AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HELIEBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY.

CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET PORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

derchant hattalk Life. Alerchan matali: Case ID: 190501349

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20 N. 3<sup>rd</sup> Street Philadelphia, Pennsylvania 1910a Phone: 215-922-2636 Fux: 888-803-4886

#### AUTHORIZATION ACREEMENT FOR DIRECT BEFOSIT (ACH CREBIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) in part of (and incorporated by reference into) the FACTORING AGREEMENT. You should keep this important legal document for your records

DIBBURGEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Seller/Merehant authorizes PURCHASER to disburse the Cash Advance Proceeds less the amount of any applicable feet upon approved by initiating an ACH eredit to the electing occount indicated below (as a substitute electing occount Seller/Merchant later identifies and is acceptable to PURCHASER) (hereinater retirned to as the "Designated Checking Account") in the disbursal amount set forth in the accompanying documents. This enthorization is to remain in full force and effect until PURCHASER has received written notification from Seller/Merchant of its termination in such time and in such to afford PURCHASER and Merchant's depository back a reasonable opportunity to act un it.

AUTOMATIC PAYMENT PLAN: Enrollment in PURCHASER's Automatic Payment Plan is required for approval. By signing below, Selter/Merchant agrees to enroll in the Automatic Payment Plan and authorizes PURCHASER to collect payments required under the terms of Selter/Merchant Agreement by initiating ACII debit entries to the Designated Checking Account in the amounts and on the dates provided in the payment schedule set forth in the accompanying Selter/Merchant Agreement. Selter/Merchant anthorizes PURCHASER to increase the amount of any selectified ACII debit unity or assess multiplic ACII debits for the amount of any perviously scheduled payment(s) that was not paid as provided in the payment schedule and my impaid feets. This authorization is to remain in full force and effect until PURCHASER has received written notification from Selter/Merchant of its termination in such stance as to afford PURCHASER and Selter/Merchant's depository bank a reasonable apportunity to act on it. PURCHASER may assigned or terminate Selter/Merchant's automatic between this immediately if Selter/Merchant fails to keep Selter/Merchant's designated checking account to process any payment.

ff Selice/Merchans regokes the authorization or PUNCHASER suspends or terminates Selice/Merchant's anrollment in the Automatic Payment Plan, Selice/Merchant still on testionalitie for making fundly payments pursuant to the alternative payment methods described in the Selice/Merchant Agreement.

BUSINESS PHRPOSE ACCOUNTS By signing below, Seller/Merchant altests that the Designated Checking Account was established for business purposes and not pringerly for personal, family or household purposes.

ACCOUNT CHANGES: Seller/Mercland agrees to notify full CHASER promptly if there are any changes to the account and routing numbers of the Designated Checking Account.

MISCELLANEOUS: PURCHASER is not responsible for any fees charged by Soile Marchant's bank as the result of credits or richits initiated under this agreement. The origination of ACH transactions to Merchant's account must comply with the provisions of U.S. few

Signature Signature ON THE	Date: 2/2/	12019	CITED 1
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Business Name on Account:			٠.
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Seller/Merchant Plane F:	13X ID MIGIOUS.		~
k, dipietro@hmcincor			
Read:	Annual An	er an announcement of the delication	***
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Signotiiro: Journal Proposition			
PRESIDENT & CEO			
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20 M. 3" Street Philadelphia, Pennsylvania 19586 Phone: 215-922-2636 Fax: 888-803-4886

#### BANK ACCOUNT DISCLOSURE AFFIDAVIT

For the purpose of chialming the Business Cash Advance evidence by the Merchant Agreement of this same data herewith (the "Business Cash Advance") from Complete Business Solutions Group, Inc., the undersigned Soller/Merchant hereby makes the following statement under possity of law:

#### PLEASE SIGN OPTION ONE OR TWO

Name on Account

#### OPTION I - DISCLOSURE AND AUTHORIZATION FOR AUDITIONAL ACCOUNTS:

The Selfer/Merekant bereby declares than in addition to the designated for ACH debit, the Selfer/Merekant also has the fullowing additional account(s) which he authorizes us to use in the overlive ore unable to debit from the designated account:

Account Number Ranting Number Fed ID number associated with this account Name associated with this account Phone number of person whose name is associated with this account Name on Account Account Naniber Routing Number Fed ID jumber associated with this account Name associated with this account Phone rander of person whose name is associated with this account Name on Account Account Number Routing Number Fed 1D number associated with this account Name associated with this medical Phone matter of person whose name is associated with this account Bank Mamo Name on Account Account Manbar Routine Number Fed 1D number associated with this account Name associated with this account Phone number of person whose owns is associated with this account "tulingh additional pages if necessary" SeliedMetelant Signature, Lors Walts 2/27/2019 Dated SellerAderelium Squalum Laza Joseph Dated OPTION 2 - By signing below, the merchant swears, under penalty of law, that he has no occounts in any leading institution in addition to the one provided for ACH skild Scher/Marchen Siprature Dutch Schonwerdens Significa

(	111				
Merchant Initials	DIV;	Mezchant Intuals	Cas	c ID:	190501349

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20 N., 3rd Street Philadelphia, Pennsylvania 19185 Phone, 215-922-2036 Fax: 868-803-4806

#### TRADE REFERENCES

Please provide a list of 3-5 professional references

1.	Name:	
•	Phone number:	Email Address:
۷.		
	Phone number:	Email Address:
3.	Name:	
	Phone number:	Email Address:
4.	Name:	
	Phone number:	Emnil Address:
5.	Name:	,
	Phone numbers	Email Address:

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Customer contact Telephane II:



20 N, 1rd Stoot Philadelphia, Pennsylvania 19106 Phone: 215-522-2636 Pox: 888-803-4886

	AITHORIZATION TO RESUME ACT DEBITING FORM
NAME OF SILLENMERCH	WPD
INFORMATION (To be filled	uit by the custamet)
I authorizo Company (as show to the company is paid in full.	above) to resume electronically debiting my bank account as detailed below, including a nun-sufficient fund fee if applicable, until the debt
Pull Name on Account:	annulliseenkiskiskisteriteitiin jättiin jättiin jättiin jättiin jättiin jättiin jättiin jättiin jättiin jättii
Account #:	Righting a second resource and the second se
Verman JANA (reference).	Checking 13 Savings []
Account Class (select intel:	Consumer Account  Unsiness Account   U
Payment amount:	Number of Payments:
Date of next payment:	Frequency of payments:
my ACH authorizations does in	this authorization by contacting the company at least five (5) business days prior to due payment due date. I further understand that concelling of relieve the of the responsibility of paying my account in full, and that if I concel or revoke this authorization before the deht is paid in full, had octions including legal actions to scoure the deta.
Customer signature: [lark W	7/27/2019 Park Dirietro
Customer Printed Name:	g Ally Arron a. 100 — Note yill the desirement of the transfer of a contract of the transfer o

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20 N. 3th Street Philadelphia, Pennsylvania 19106 Phono: 213-928-2636 Fox: 888-803-4886

	1,10,10, 2,10 ,10,00	4 676 2070 1075 7245
Evar Client,		
Thank you for accepting this offer from Complete this inces Solutions Group DAde Par Funding. We look forward	ard to peing hom factoring but	ther for as long 23 you need
Delty ACH Program:		
Complete Business Solutions Group will require viewing access to your bank account prior to funding as part have a balance with our company.	of our enderwriting process, s	is well as during the time yo
Please be assured that we concludy safequard your confidential information and only ossential top level person	rel will have necess to it.	
Please fill out the form before with the information necessary to necess your account.		
** Be sure to indicate capital or lawer case letters		
NAMEO! BANK		
BANK PORTAL WEBSIDE: ON FILE		
USERNAME ON FILE		
PASSWORD: ON FILE		
SECURITY QUESTIONIANSIVICK E: ON FILE		
SECURITY QUESTION/ANSWER 2: ON FILE		
SECURITY QUESTIONANSWER 3: ON FILE		

ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:

Mecchant hithirts (1) Merchant hithirts Case ID: 190501349

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20 N. 3<sup>rd</sup> Street Philadelphia, Pomtsylvania 19106 Pimne: 215-922-3636 Fax: 888-803-4886

#### APPENDIX A: THE PER STRUCTURE

- 1 Origination Fac: \$TO BE DETERMINED to enver underwriting and cointed expenses
- 2. ACH Program Per \$WAIVED The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
- 3. NNF Fee \$75.00 (open) Up to FOUR TIMES ONLY before a default is declared;
- 6. Rejected ACH-\$100.00 If a merchant directs the bank to reject our debit ACH;
- 5. Think Clause fee \$50.00 If a merchant requires a change of occount to be debited requiring us to adjust our system;
- 6. Wholed Account \$250,00 If a merchant blocks CDSG's ACH debit of the Account, bonness more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-eard grocessors in process its receipts;
- 7. Default Fee 2000.00 default fee -- If a merchant changes bank accounts or switches to another credit cord processor without CBSC's consent, or commits member default pursuant to the Agreement;
- 8. Collections Expense In the event of default. Seller / Marchant shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filling fees and any other fees which may be incurred.
- 9 Miscellaneous Service Feer Morehant shall pay certain feet for services robated to the origination and anintenance of seconds. Each Merchant shall receive their finaling electronically to their designated look account and will be charged SWAIVED for a Fed Wire. The correct charge for the underwriting, UCC, ACU Program and alighnelium of each Merchant will be paid from the floyded annual. Merchant will be charged \$100.00 for every additional charge of their operating bank account once they are serve with CBSG. Additional copies of prior monthly abstracted will incur a fee of \$10.00 cerb.
- 10 Notary Fcc \$99.00 to cover ordine notary expenses
- 11. Risk Assessment Fee SWAIVED
- 12 UCC FCC SWAIYED

Merchant Signature: Lara Diffetro

CBSG/mm 9/14.2019 dareement

Merchant bilitats (1) Steechant Initials

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20 N. 34 Street Philadelphia, Pennsylvania 19106 Fax: 888-803-4886 Phone: 215-922-2636

MANDATORY JOINT AFFIDAVIT OF CONFESSION OF JUDGEMENT

INSTRUCTIONS:

SIGN AND NOTARIZE THIS SECTION OF THE AGREEMENT, SEND THE ORIGINAL COPY TO:

PAR FUNDING 22 N 3<sup>RO</sup> STREET PHILADELPHIA, PA 19106

C/O UNDERWRITING

Merchant Initials Case ID: 190501349

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20 M. 3<sup>rd</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fax: 888-803-4886

### SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF ONEIDA

NEW YORK UNITY FACTOR, LLC		ln
	Plaintiff,	A C
-against-		
HMC INCORPORATED D/B/A HMC INCORPORATED and KARA DIPIETRO.		
The second secon	Defendant(s)	
STATE OF MARYLAND )		
COUNTY OF HOWARD )	\$.;	

idex No.

AFFIDAVIT OF CONFESSION OF JUDGMENT

KARA DIPIETRO, being duly sworn, deposes and says:

- 1. I am a principal, owner, and an officer of HMC INCORPORATED D/B/A HMC INCORPORATED ("Merchant Defendant"), a CORPORATION located at 77190 OAKLAND MILLS RD #10, COLUMBIA, MD 21046, in the County of HOWARD, and as such, I have the authority to act on behalf of Merchant Defendant.
  - I reside at 1836 LANDRAKE RD, TOWSON, MD 21204, in the County of BALTIMORE.
  - 3. I, individually, and on behalf of Merchant Defendant consent to the jurisdiction of this Court.
- A. Merchant Defendant hereby confesses judgment and authorizes entry of judgment in favor of Plaintiff and against Defendants in the Federal District Court for the Northern District of New York, Supreme Court of the State of New York, Court of Common Jurisdiction for the County of Oneida, in the sum of \$4,690,000.00 less any payments timely made pursuant to the secured Merchant Agreement dated FEBRUARY 27, 2019, plus costs, expenses, and disbursements, plus legal fees to Plaintiff calculated at ten percent (10%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 9% per annum from the date of default, or the highest amount allowed by law, whichever is greater. Such amount shall be set forth in an affiduvit to be

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20 N, 3<sup>rd</sup> Street Philadelphio, Pennsylvania 19106 Phone; 215-922-2636 Fax: 888-803-4886

executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Affidavit of Confession of Judgment.

- 5. In addition, I hereby confess judgment, individually and personally, jointly and severely, and authorize entry of judgment in favor of Plaintiff and against myself in the Federal District Court for the Northern District of New York, Supreme Court of the State of New York, Court of Common Jurisdiction for the County of Oneida, and/or Civil Court, against me personally in the sum of \$4,690,000.00 less any payments timely made pursuant to the Merchant Agreement dated FEBRUARY 27, 2019, plus legal fees to Plaintiff calculated at ten percent (10%) of the total of the aforesaid sums, costs, expenses and disbursoments and interest at the rate of 9% per annum from the date of default, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Confession of Judgment.
- 6. This confession of judgment is for a debt due to Plaintiff arising from Defendants' failure to pay to Plaintiff, Merchant Defendant's accounts-receivable, which were purchased by Plaintiff pursuant to the secured Merchant Agreement dated FEBRUARY 27, 2019, and for Defendants' breach of the secured Merchant Agreement, plus agreed-upon interest, reasonable attorneys' fees, costs and disbursements, as agreed-upon by Merchant Defendant and myself, under the secured Merchant Agreement, dated FEBRUARY 27, 2019, of which supporting documents include a Personal Guarantee and a UCC-1 financing statement(s).
- 7. Merchant Defendant and I hereby agree that the execution and delivery of this Affidavit of Confession of Judgment and any entry of judgment thereon shall be without prejudice to any and all rights of Plaintiff, who reserves all of its rights and remedies against Defendants.
- 8. If for any reason entry of judgment in the above specified amount or execution on the same is outside the jurisdiction of this Court, Merchant Defendant and I hereby consent to the personal jurisdiction, entry of judgment, and execution thereon in any State or Federal Court of the United States of America.

Merchant Initials beforehunt Initials

CBSG)			1944-9 19 (603)61/	453							
(coming	ч так 11 так 9.		en authorized	by	Merchant	Defendant	t to :	Phone: 215-	reet Philodolph 927-2636 : Afficiavit	Fax: 881	e-803-4886
Judgment on t	this	_ day of		_, 2(	)19.						
					Ďv.e						
						DIPIETRO, PORATED					
Sworn to before day of			<b>)</b> 19.								
Notary	y Public										

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20 N. 3<sup>rd</sup> Street Philadelphia, trennsylvania 19166 Phone: 215-922-2636 Fax: 888-863-4886

FEBRUARY 27, 2019

Attn: Court Orders & Levies Dept.

Re: HMC INCORPORATED, et al.

Supreme Court of the State of New York, Richmond County Index No. Information Subpoena and Restraining Notice - RELEASE

Complete Business Solutions Group, Inc. d/b/a Par Funding ("Funder"), Plaintiff/Judgment Creditor, and KARA DIPIETRO ("KARA") and HMC INCORPORATED ("HMC INCORPORATED"), Defendants/Judgment Debtors (collectively, "the Parties"), hereby authorize

, N.A. and/or related entities (collectively, ",N.A.") to release

(8\_\_\_\_\_\_) (the "Release Amount") from the funds currently held in reserve per the information Subpoena with Restraining Notice ("IS/RN"), payable as follows:

Via wire to:

HMC INCORPORATED and KARA agree to indomnify and hold harmless

N.A. and its officers, directors, agents and employees from and against claims, damages, basses and expenses, including but not limited to attorneys' fees, arising out of ar resulting from this release and/or the IS/RN. Upon tender of the Release Amount, Funder consents to the immediate RELEASE of the remainder and/or account(s) being held on reserve to HMC INCORPORATED, KARA, and/or its/their principals, agents, heirs and assigns.

AGREED AND ACCEPTED:

Merchant hidals ( Merchant billions

c) (Title) IMC	Norman M. Valz, Esq. Attorney for Plaintiff-Indgment Creditor, NEW YORK UNITY FACTOR LLC and Complete Business Solutions Group, Inc 205 Arch Street — 2 <sup>nd</sup> Floor Philadelphia, PA 19106
ny of)	
to de mos 2010 bet	and the understanted Melant Builty is and for wild state any
ome or proved to me on the ba that she'he executed the sam i judividual acted, executed th	are me, the undersigned Notary Public in and for said state, persis of satisfactory evidence to be the individual whose name is subset in herbits supecity, and that by herbits signature on the instrume e instrument.
NOTARY PUBLIC	The state of the s
	that she/he executed the sain Individual noted, executed th

Merchant Initials (14)

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## HMC INCORPORATED and KARA DIPIETRO 77190 OAKLAND MILLS RD #10, COLUMBIA, MD 21046 FBBRUARY 27, 2019

#### NOTICE OF SALE, ASSIGNMENT, and TRANSFER

Dear Account Debtor of HMC INCORPORATED:

This letter is to notify you that on FEBRUARY 27, 2019, HMC INCORPORATED entered into a Factoring Agreement (the "Agreement") with Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG"). Under the terms of the Agreement, HMC INCORPORATED sold, assigned, and transferred to CBSG all of HMC INCORPORATED's right, title, and interest in and to HMC INCORPORATED's future receipts, accounts, and contract rights arising from or relating to the payment of monics payable from you to HMC INCORPORATED (collectively, the "Receivables"). As such, CBSG is the absolute owner of the Receivables, and HMC INCORPORATED no longer has any right, title, or interest in or to The Receivables.

CBSG's is the absolute owner of the Receivables regardless of any Uniform Commercial Code financing statement that may have been filed by CBSG or any other entity with respect to the Receivables.

CBSG may provide you with a copy of this signed letter as proof of HMC INCORPORATED's sale, assignment, and transfer of the Receivables to CBSG and of CBSG's absolute ownership of the Receivables. Upon your receipt of a copy of this letter from CBSG, you are authorized to deliver to CBSG Receivables due from you to Merchant Name (absent the sale, assignment, and transfer made under the Agreement) in the amount indicated by CBSG.

The undersigned represents that he/she is authorized to sign this letter on behalf of HMC INCORPORATED and to bind HMC INCORPORATED.

Very truly yours.

Swor	n and subscribed to before me	
		KARA DIPIETRO
(his _	day of	
		Printed Name
Notai	y Public	
	X	Title
cc:	Complete Business Solutions Group, Inc.	

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Filed and Appeared by the Office of Modeland Necords 14 way 2013/41/16 am

# EXHIBIT "D"

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22 N-3<sup>nos</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fax: R88-305-7562

#### ACKNOWLEDGEMENT

I, KARA DIPLETRO, hereby acknowledge
--------------------------------------

- > There has been no promise of additional capital in 30 days from funding by CBSG or any ISO (broker).
  - Our policy is that merchants can seek additional capital from us when they have pull 55% of the Receipts Purchased Amount.
- > That CBSG does not permit outside fees and that no one has discussed additional fees with me. The fee amount for this agreement is TO BE DETERMINED, which will be held bock from the funding amount.
- > There has not been and will not any contact from Third Party debt companies regarding this Factoring Agreement dated DECEMBER 19, 2018.

I, the undersigned, neknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.

Clars Widn	12/19/2018
Signature	Date

#### I, KARA DIPIETRO, hereby neknowledge:

Additional Funding/"Stacking" Fee: 15% of Advance Amount — If the MERCHANT/GUARANTOR takes additional funding at any point after being funded by CBSG, without prior notice to and consent by CBSG, a fee amounting to 15% of the amount of the advance shall automatically be added to the payback amount of the advance. CBSG reserves the right to declare the account in default, at any point after learning such "stacking" has occurred; regardless of the payments made by the MERCHANT/GUARANTOR, with the filing of the Confession of Judgement in a court of competent jorisdiction.

1, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.

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Signiture	Date	
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22 N 3<sup>60</sup> Street Philmielphia, Pennsylvanie 19166 Phone: 215-922-2636 Fax: 388-305-756

#### FACTORING AGREEMENT

Dated the 19'TH day of DECEMBER, 2018 by and helween Complete Business Solutions Group, fac. ("CBSG" and/or "PURCHASER") and the "SELLEMADERCHAINT" Bated helow (se "Selesistatechant" or "the Merchant").

Business Legal Name: HMC INCORPORATED

DIBAL HMC INCORPORATED

Type of coulty (electe and) [X] Cooperation | H. L.C. | I. Instead Partnership | Liculted Lindblily Partnership | I Sale Proprietor

Physical Address: 77(90 OAKLAND MILLS RD 818, COLUMBIA, MD 21046 Mailiag Address: 77(90 OAKLAND MILLS RD 818, COLUMBIA, MD 21046

J'Cd 100; 51-2005467

PURCHASE AND SALE OF FUTURE RECEIPTS WITH SELLER RECOURSE

Seller/Merchant hereby sells, ussigns and transfers to COSG (mailing CDSG the cloubur aware) in consideration of the funds provided ("Purchase Piec") specified below, all of Seller/Merchant's future receipts, account, contract rights and other obligations using from at relating to the payment of monies from Seller/Merchant's contacters' andre other third pany payers (collectively the "Receipts" defined as all payments made by eash, check, credit of definite and, electronic transfers from a material payment to the ordinary course of the merchant's business) until such time as the "Receipts Purchased Annual (BPAY) has been defined by Seller/Merchant to COSG.

THIS IS A PACTORING AGREEMENT WITH RECOURSE.

The Purchased Amount shall be paid to CHSG by Selici/Merchant's irrevacably authorizing only one depositing account acceptable to CBSG (the "Account") to rain't the Daily Specified Amount from the Selici/Merchant's receipts until such time as CHSG receives payment in this of the Receipts Purchased Amount, in consideration of servicing the account, the Selici/Merchant fereby authorizes CBSG to ACH debit the "Specified Daily Amount" from the attendant's bank account, as an approximation of the base payment due under the Specified Percentage. It is the Selici/Merchant's responsibility to provide hank statements for any and all bank accounts by the Merchant to recease the daily payments and against the Daily Specified Amount. Failure to provide all of their bank statements in a timely manner or missing a much shall farfeit all rights to fature reconciliations. CBSG may, upon Selici/Merchant's request, adjust the amount of any payment due under this Agreement al CBSG's sold discretion and as in deems appropriate in servicing diss Agreement. Selici/Merchant would be the design of the amount of a payment due under this Agreement all CBSG's sold discretion and as in deems appropriate in servicing diss Agreement, Selici/Merchant would be the design of the amount of the sold responsible for any fees incurred by CBSG resulting than a rejected ACH attempt or an event of default (See Appendix A). CBSG is not responsible for any overdealts or rejected transactions in the Selici/Merchant which may result from CBSG's scheduled ACH debit under the fermin of dissagreement. Natividateding anything to the contravy in this Agreement or any other agreement between CBSG and Selici/Merchant, upon the violation of any provision contained in Sections is and it of the PACTORING AGREEMENT' is contained in Appendix A.

Purchest Price 53, 829, 800,000 Specified Percentages, 1974. Dally Succified Amount to be determined on percentage of Intoine. Receipts Purchased Amount; 50, 114, 000,000

Merchant will be funded to weekly installments

THE TERMS, DEPIRITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGES 2 THROUGH 12 HEREOF ARE HERBY INCORPORATED HEREIN AND MADE A PART OF THIS FACTORING AGREEMENT.

FOR THE SELLENMERCHANY By: KARA DIFIETRO, OWNER Menic and Tilk	X (form liftely) (Selfer Assets Signature)	<b>\$</b>
FOR THE SRILEBRADIRCHANT BY: BARA DIPLETRO, OWNER Neare and Title	(Salleristerchant Signature)	<i>. (222</i> 23)

COMPLETE JUSINESS SOLUTIONS GROUP, DEC.

Company Officer. To the extent set faith herein, each of the parties is adapted upon had been it is execution of the Agreement to all terms of the Agreement, including the Additional ferms set forth herein. Each individual executing this Agreement represents that he or she is militarized to sign this Agreement for Merchant, legably funding and Merchant to humor the terms of this obligation and that the reformation provided better and it is full of COSG disconnects, forms and recorded interviews is true, accounte and complete in all respects. They want information is false or insteading, Merchant shall be deviaed in undertal breach of all egreements and this epicements and instruction and instruction that the interview is true and the expression of the chove-signed.

and complete in all respects. Henry such information is false or insteading, Merchard shall be decreed in moderal broad of all agreements and the expressional management could be considered by the control of the control between determined and each of the above-signed Officers Openers and horizer CBSG, it agains and representatives and any credit repairing agency engaged by CBSG, to (3) investigate any relationers given of any other instances or than administ from or about Merchane or any of its Control for the purpose of this Agreement, and (1) public with report at any time now or for to long as Merchane and CONTROL control to have any chiliquian asset to CBSG.

ANY MERREPHESENTATION MADE BY SELLEHAMERCHANT OR OWNER IN CONNECTION WITH THIS ACREMENT MAY CONSTITUTE A

ANY MISREPRESENTATION MADE BY SELLEMAERCHAST OR OWNER IN CONNECTION WITH THIS ACRESSIST MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTEXTIONAL MISREPRESENTATION

Marchael Inniels (iii)

Paget | 2

PACTORING AGREEMENT TERMS AND CONDITIONS

MUTUAL WARRANTIES)

1.1 Electronic Fund Transfer. Upon request from PURCHASER ("bereinafter CBBG or Pureboser") Scheiffforeinant ("hereinafter Merchant") shall execute Schermonemas (Internance Acceptable to PURCHASER, with Bank acceptable to PURCHASER, to obtain cleanain faul transfer services. Mechanis shall provide PURCHASER, and obtain a shall provide PURCHASER, and on its authorized agent with all the information, authorization rul pressends necessary for verifying Merchant's receivable, receipts and deposits into the account Merchant shall buthorize PURCHASER and/or it's agent to deduct the anumble owed to PURCHASER for the Receipts as specified herein from retilement amounts which would atherwise hereit 1639 (Glienten unounts which would unrevise be due to Mexchant from cictorion between transctions but to PURCHASER by permitting PURCHASER to withdraw the SPECHED DAILY AMOUNT by ACH debiting of the account. The nationalisation shall be becomed without the written consent of PURCHASER.

1.1 Departs Agreement, Seller/Merchant shall execute an agreement (the "Dopasit Agreement") acceptable to PURCHASER, with a bank acceptable to PURCHASER, to obtain electronic fund transfer services. Merchant shall provide PURCHASER and/or its nuthorized agent with all of the information, authorizations and passwords accessary for verifying Merchant's receivables, receipts and deposits into the account. Merchant shall authorize PURCHASER and/or it's agent to deduct the amounts usual to FURCHASIDE for the Receipts an specified in rein from seitlement minimum which would atherwise be due to Merchant from electronic check transactions and to pay such amounts to PURCHASUR by permitting PURCHASUR to withdraw the specified percentages by ACH debiting of the account. The authorization shall be ineverable without the written consent of PURCHASER

1.3 Term of Agreement. This Agreement shall have a 1.3 Term of Agreement. This Agreement shall have a term as set forth above. Upon the expiration of the term, the Agreement shall automatically renew for successive circilar terms, provided, however, that during the enexual tenuis. Merchant may terminate this Agreement upon aimsty days' prior written actice (effective again receipt) to PURCHASER. The lemination of this Agreement shall not affect hemination to this Agreement shall not affect the minutes responsibility to satisfy all outstanding obligations to PURCHASER the story affects of the right to reschiol the offer to make any outches.

information. PURCIJASER is authorized to update meditormation and financial pealites from time to

such Information and financial profiles from time to three as it deem appropriate.

1.6 Temperational lineary, Merchant authorizes their bank to provide PURCHASER with Merchant's banking or processing history to determine qualification or continuation in this program.

1.7 Informatication Affectional jointly and severally indicating and held harmless Processor, its officers,

directors and standarders against all losses, damages, claims, liabilities and expenses (including reasonable attender's fees)

GENERAL TERMS OF AGREEMENT incurred by Processor resulting from (n) claims asserted fruit. REPRESENTATIONS AND by PURCHASER for monies mixed to PURCHASER from Merchant and (b) actions taken by Processor in reliance upon information or instructions provided by PIRCHASER.

1.8 No Liability, in no event with COSO to liable for any claims asserted by Merchant under any legal theory for tost profits, lost reventes, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of telebris waived by Merchant.

1,9 Rellance og Terms, Section 1.1, 1 2, 1,8 and 2.5 of this Agreement one agreed to far the banefit of Merchant, PURCHASER and Processor, and convitationaling the fact that Processor is not a party of this Agreement, Processor may rely upon their tenas and raise them as a defense in any action. 1, 10 Sale of Receipts. Merehant and CDSG agree that

the Purchase Price under this Agreement is in exclouge for the Purchased Amount and that such Purchase Price is not intended to be, not shall it be construed as a four from PURCHASER to Merchant, Merchant ogers that the Purchase Urice is in weathings for future Receipts pursuant to this Agreement equals the fir market value of such Receipts PURCHASER has purchased and shall man at the Receipts of Amount as the Receipts secretical in this Agreement up to the full Purchased Amount as the Receipts are created. Payments made to PURCHASER with respect to the full amount of the Receipts shall be conditioned upon Merchant's sale of pruduots and services and the payment therefore by Merchant's customers in the manner provided in Section 1.1, IN NO EVRIT SHALL, THE AGGREGATE OF THE AMOUNTS RECEIVED. BE DEEMED AS INTEREST HERIUNDER In the event that a count determines that PURCHASER bay charged for received interest. from PURCHASER to Morchant, Merchant agrees that HERIUNDER In the event that a court determines that PURCHASER has charged as received interest hereunder, and that said amount is in owness of the highest applicable rate, the role in effect becoundershall adomatically be reduced to the maximum role permitted by applicable flow and PURCHASER shall promptly refund to Merchant any interest received by PURCHASER in excess of the maximum baselar rate, which theredet that Merchant not one context to. The Being intended that Merchant hat pay or contract to pay, and that PURCHASER not receive to contract to pay, and that PURCHASER not receive to contract to receive, directly or indirectly in may manner abstracer, interest in excess of that which may be paid by Merchant nodes applicable buy MERCHANT ACKNOWLEGGES THAT PENNSYLVANIA LAW

lemination of this Agreement shall not affect Merchant's responsibility to savisfy all outstanding APPLES TO THE WITHIN ACRUEMENT 1.1 Feature Purchases. PURCHASER recover the right to resolve the offer in make any purchase and payments hereauded, in its sole discretion.

LS Financial Condition. Merchant authorize purchase the recovery the resolve that it is sole discretion.

LS Financial Condition. Merchant authorize purchase the recovery the resolve that the specified purchase the recovery that the recovery the resolve that the specified purchase the recovery the resolve that the specified purchase the recovery the recovery the recovery the resolve that the specified purchase the recovery that the statements and the specified purchase the recovery Difference to recreams on a meaning case 33 may be Daily Rettlevel Rate capitals the Specified Ferenciage.

1.12 Power of Affordey Metchant internably appoints PHICHASER as its agent and attency-in-fact with full authority to take any nation of evertic any instrument or decemberat to sattle all abligations due to PURCHASER from Processor, or in the case of a violation by Murchant of Section 1.12 or the occurrence of an lived of Default under Section 4 hersol, from Merchant, under this Agreement, including without limitation (i) to obtain and adjust insurance; (ii) to collect monies due of to become due under or in respect of any of the Collateral; (iii) to receive, underse and

collect any checks, notes, doa's, instruments, documents or chartel paper in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's came on any invoice, bill of helping, or essignment directing customers or necessar debitors to make papirent directly in the control of the to PURCHASER, and (v) to file any claims or take any action or institute any proceeding which PURCHASER may down necessary for the collection of any of the impaid Parchased Amount from the Culturard, or otherwise to enforce its rights with respect to phymical

22 N 3<sup>ea</sup> Street Philadelphia, Pennsylvania 19106

Fax: 888-305-7562

Phone: 215-922-2636

of the Parchased Amount. L.13 Protections Against Befand, Marchan represents and warrants that it will not violate Conditions (a) through (c) below and in the event of default thereunder the following Protections 1 through 8 may be invoked by PURCHASER, immediately and without notice to blockium in the event: (a) Merchant takes any action to discourage the use of electionis shock processing that are settled through Processin, or permits may even to occur that could have an inferse officer on the use, acceptunce, or authorization of checks for the openiose of Merchant's services and products including but not limited to direct deposit of any checks menting out not inflict to direct cepsiss of fly offsets into a bank account without scanding into the PURCHASER electionic check processor; (h) Merchant changes its annagements with Processor in any way that is adverse to PURCHASER; (c) Merchant changes the electronic check processor through which the Receipts are settled from Processor to analyze the research of the analyze the electronic check processor to analyze the research analyze. electronic check processes, or permits my event to near that could risine diversion of any of Merchant's check transactions to unother processor, (d) Merchant interrupes the operation of this business (other than adverse weather, natural disasters or acts of God) number with the state of the st assumption of all of Merchant's chilgations under this Agreement pursuant in decuraculation satisfactory to PURCHASTR; or (n) Merchant takes any action, fails to take my action, or affers my incontive-economic as atherwise—the result of which will be to induce my customer or cuttomers to say for Merchan's services with any meant other than cheeks that are seitled through Processes. These protections are in addition in any other concides available to PURCHASER at law, or equity or otherwise pursuant to this Agreement.

Profession 1. The full uncollected Purchase Amount plus all fees due under this Aprecanent and the abacted Security Agreement become due and payable in full

activity agreement become one may payment a ran induscibled.

Property Upon brook of any material. Provision or breaked or represent attents and warrantees in this appeared. PURCHASER may enter that confession of judgment (judgment) with the Clerk of the Court and execute

Protection 2. Pareliaset may enforce its security inecest in the Collateral identified in Article Iti Issaed.

Prejection of The entire Unpuil Purchase Amount shah become immediately refundable to PURCHASER from Muchani

Protection 5. Buchiner may proceed to protect and enforce its rights and remedies by lawsoit. In any such Invenit, in which Purchaser shall recover judgment against Merchant, Merchant shall be liable for the fill costs of PURCHASIAN'S legal action, including all seasonable altoracys' fees and court vosts

Projection G. Merchant shall, opon execution of this Agraement, deliver to PUNCHANDS up executed assignment of tense of Merchant's premises in facts of CBSQ. Upon breach of any provision in this

Merchans misters (1)

Page 10

pungraph 1.73, PURCHASER may exercise its rights operate and trace for properties and to consist the will not come or create on event of the full by Merchant under ruth assignment of lease.

Projection 7. PURCHASER may debit Merchani's depository accounts wherever situated by means of ACH debit or facilities signature on a computer-generated check drawn on Merchant's hank account. Projection 8. In the event Merchant changes or octains the change of the Processor approved by CBSG, or odds on additional Processor, in violation of Section 1.11 above, CDSG shalf have the right, without waiving any of its rights and remedies and without notice to Merchant, to notify the new as additional Processor of the sale of the Receipts becaused and to direct such now or additional Processor to make payment directly to CHSG of all or any portion of the optotant received

by such Processor. person signing this Agreement on behalf of Merchant and each angles as Owner, in tespers of himself or levest personally, matherizes PARCHASER to disclose information concerning Merchant's and each Owner's oredii standing (including credit hulean reports that PUNCHASER obtains) and husiness conduct only to agents, affiliates, subsidiaries, and excell reporting buseous Merchant and each Owner flerelly varives to the maximum extent permitted by tany any claim for damages against PINCHASER of any of its affiliates relating to any (i) investigation traderinken by or on behalf of PURCHASTIR as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

1.15 Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by PURCHASER, including this scevers offered by PURCHASIER, including this Agreement and my other PURCHASER documentations (collectively, "Confidential Information") and proprietary and confidential information of PURCHASER Accordingly, unless disclosure is required by law or court order, Merchant shall not disclosure Confidential Information of PURCHASER to any parson after than an atternay, occuminal, financial advisor or amplique of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the propose of advising Merchant and first agrees in writing to be hund by the terms of this Section 1.13.
1.16 DANA's Murchini becopy acknowledges and

hand by the terms of this action (i.e., L16 D/HA's Merchiot bereby acknowledges and agreet that PURCHASER may be using "duling humars as" or "dilibe" names in connection with various matters relating to the transaction between PURCHASER and Merchant, including the filing of 1000 1 Geometric addaption at the potices or UCC-1 financing stotements and other notices or fillings

MERCHANT REPRESENTATIONS. WARRANTIES AND COVENANTS Merchanic consents, warrants and cavenants that up of this date and during the term of this Agreement

2.1 Finnagial Condition and Pinagelul Information. 2.1 Financial Condition and Financial Information clear of any and all fidulities, flors, claims, changes, familiad to PURCHASER, flairly represent the securities and financial statements and future statements the continuing of lefectional at such dates, of any kind in catter whatsoever or any other rights or intensis date may be inconsistent with the transactions advice PURCHASER of any material or adverse contensing PURCHASER, or any tention of appropriate transactions and transplaced trains are contensively and the provide them in PURCHASER within a basiliers days Meechant's failure to do so is a statement of this Agreement PURCHASER within a basiliers days Meechant's failure to do so is a statement of this Agreement PURCHASER.

PURCHASER Agreement PURCHASER within a basiliers days Meechant's failure to do so is a statement of this Agreement PURCHASER.

PURCHASER Agreement PURCHASER within a basiliers days Meechant's failure to do so is a statement of the purisification of the first agreement of the purisification o united licercle of this Agreement.

2.2 Governmental Approvals. Merchant is in

1/22. Gergamentul Approvids. Merchant is in Bandy or nonschold purpores.
complainte and shall comply with all lease and has 2.13 Perfault mater Other Contracts, breichant's valid permits, authorizations and licenser to own, execution of author performation under this Aprenium

obligations under this Agreement, all of which have been duly authorized.

2.4 Insurance, Merchant will maintain businessinterruption intrance saming CASO as loss payee and additional insured in amounts and against risks as me satisfactory to PARCHASER and shall provide 140RCMASER proof of such insurance open request.
2.5 Electronic Cheek Processing Agreement.

Merchant will not change its processor, add tenninals, charge its friencial installers or back account(2) or take any other nation that could have any noverse effect upon Merchant's obligations under this Agreement, fibout PINCHASER'S prior written conscni, Any such change shall be a material breach of this Agreement. 2.6 Change of Name or Location. Merchast will not

enailised Merchant's businesses under any name other than as displosed in the Processor and PURCHASER or change any of its places of business. 2,7 Daily Butch Out, Merchant will batch and receipts

with the Processor on a doily basis.

2.8 Estappel Certificate. Merchant will at any time, and from time to time, upon at least one (1) day's prior debys, or shall make a general assignment for the notice from PURCHASER to Metchant, execute, benefit of creditors; or one proceeding still be acknowledge and deliver to PURCHASER multiper to institute the or against Merchant seeking to adjudice only of the person, potton from or corporation specified. It is benkrupt or installed, or seeking reorganization, by PURCHASER, a statement certifying that this arrangement, adjustment, or companition of it of its Agreement is ununcified and in full force and effect debts, (d) his southing of nutice of tennimition by (or, if there have been modifications, that the same is in MERCHANT; (e) Merchant shall transport, move, full force and effect as mudified and stating the modifications) and stating the dates which the Porchased Amount is any parties thereof has been topnid.

1.9 No Hanksupley, As of the date of this Agreement, Merchant does not contemplate and has not filed my petition for landscaping protection under Title II of the Merchant shall change its depositing account without United States Code and there has been no involuntary the pilor writern consent of PURCHASER; (k) petition brought or pending against Merchant shall perform any act that reduces the value Merchant further warments that it does not anticipate of any Colintered granted under this Agreement; (l) filing any such hankripley patition and it dues not insting any such han leveluntary position will be filed against it. In the event that due Merchant files for hankruptcy protection or is placed under an involuntary thing Protections 2 and 3 are immediately invoked

2.10 Warting Capital Funding Merchant shall not enter into any agrangement, agreement or commitment that relates to or involves the Receipts, whether in the form of a stuckbase of, a turn mesinst, colluteral against or the sale of purchase of credits ognissi, Receipts or fidore check soles with may party other than PURCHASER.

2.11 Unencombered Receipts. Merchant has good,

2012 Institutes or impact constant in the end of consecutive good standing under the lives of the jurisdiction; in which it is regarded anchor operator, and Merchant is entering into this Agreement FOR INSTANCES PURPOSITS ONLY and not as a consumer for personal,

22 N 3<sup>so</sup> Succe Philadelphia, Penasylvania 19106 Phone: 215-922-2636 Fax: 888-305-7562

opering an east, it properties and to consecute which it is presently engaged.

2.3 Authorization. Merchant, and the prison(3)

2.44 3" berly Negotiators with Regard to This signing this Agreement on helpful of Merchant, layer full power and authority to inversant perform the hereby optics and to retain my 3" party negotiators. consolidators, or credit relief agencies with regard to its ubligations under the terms of this Agreement.
Merchant will maintain and after direct
communication with PURCHASER at all times during the course of this Agreement and thall not engage any 3rd party to negotiate its obligations as stated in this Agreement Should Merchant violate this subscation 2.14, Merchant will be liable for the additional fee of

Specific in the statched Appendix A.

III. EVENTS OF BREACH OF
REPRESENTATIONS, WARRANTIES, AND
COVENANTS AND REMEDIES

3.1 Events of Breach of Representations, Warranties and Covenants The accountered of may of the following events shall constitute on "Event of a Breach of Representations, Warranties, and Stream of terreteristation, withouter, and Covernates hereinder (a) Merchant hall violate any term or covernat in this Agretinent, (b) Any representation or warranty by Merchant in the Agreement shall move to have been incurrect, false in micrealing in any material texpect when made, (c) Merchani shall admit in writing its inability to pay its the interrupt, suspend, dissolve or terminate its business; the (f) Merchani shall injuster or sell all or substantially all of its useds; (h) Merchant shall make or send notice of any intended bulk sufe or transfer by Merchant; (i) Merchant shall use amittiple depository necounts without the prior written convent of PURCHASER, (i) the piths written consent of PORCHASER; (k) Merchant shall perform any act that reduces the value of any Collaterol greated under this Agreement; (!) Merchant shall engage a third pany to reneguliate the terms of this Agreement on Merchant's behalf; (in) Merchant shall engage it third party in an ottempt to cease direct communication and/or constant with PHRCHASER; or (in) Merchant shall default under any of the terms, coverants and conditions of any other agreement with PURCHASER

3.2 Benitedies. In case any Event of a Greach of Representations, Wattanties and Covenants, Default occurs and is not waived pousural to Section 4.4 hereof, ITURCHASIER any proceed to protect and enforce its rights ar remedies by suit in equity or by action at how, or both, whether for the specific performance of any complete and marketable fille to all Receipts, free and covernal, agreement or other provision commined clear of any and all liabilities, liens, claims, classess, lienny, or to enforce the districted of Merchant's obligations becomind or may other legal or equitable right or remedy IN THE EVERT OF VIOLATION OF THE REPRESENTATIONS AND WARRANTIES BY MERCHANT, PURCHASER may who like a Complish a Confession of Judgment pursuant to the Warrant of Altonicy consider herein. All rights, powers and semedies of PURCHASHR in engineering with this Agreement may be exercised at any time by FURCHASIAL after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies

provided by law or equity
3.3 Content to Sole/Transfer of toterest in event of MERCHANT best of pur communities, envenants and

Meretand Initials

Page 14

22 N 3<sup>816</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Pax: 888-305-7562

representations under this Agreement, Merchant WITHOUT REGARD TO WHETHER consents to PURCHASER'S sale of transfer of its JUDICMENT HAS THERETOFORE BEEN remaining interests in MERCHANT'S receivables to a CONFESSED ON MORE THAN ONE third porty buyer of definited francisi obligations and OCCASION FOR THE SAME AMOUNTS. In instruments. More specifically, MERCHANT THE EVENT ANY JUDICMENT CONFESSED recognizes PURCHASER'S authority to self its AGAINST THE MERCHANT HEREUNDER IS interests in said receivables to New York Unity Factor, STRICKEN OR OPENER UPON APPLICATION. third porty buyer of definited transciss obligations and instruments. More specifically, MERCHANT recognizes PURCHASER'S nutherity to self its interests in said receivables to New York Unity Factor, LLC ("NYUF") which MERCHANT authorizes to pursue legal remedies in NYUF's home State of New York in the event of a breach of the warrantics, covenants, and representations stated under this

AGRICATION OF ATTORNEY TO CONFESS JUDGMENT, UPON THE OCCURRENCE OF A VIOLATION OF THE REPRESENTATIONS AND WARRANTIES MADE HERETOFORE BY AND WARRANTIES MADE HERSTOFORE BY MERCHANT, MERCHANT HREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD, TO APPEAR FOR AND COMPESS SUDGMENT AGAINST MERCHANT FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME BUE UNBER 'THIS MERCHANT AGREEMANTON WITH OR WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT, FOR LIEN PRICHITY, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT, FOR LIEN PRICHITY PURPOSES, EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUBGMENT, BIT NOT LESS THAN ONE THOUSAND DOLLARS TO BE DETERMINED IN ACCORDANCE WITH TO BE DETERMINED IN ACCORDANCE WITH TO BE DETERMINED IN ACCORDANCE WITH THE SECTION OF THIS MERCHANT AGREEMENT "ATTORNE'S FEES AND COLLECTION COSTS." TO THE EXTENT PERMITTED BY LAW, MERCHANT (I) WAIVE THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNS THE SAME, AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER HEON THE WRIT OF EXECUTION THIS VOLUNTARY CONDEMNATION AND AGREES THAT ANY BEAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION: (2) WAIVE AND A WRIT OF EXECUTION; (2) WAIVE AND RELEASE ALL RELAEF FROM ALL APPRAISEMENT, STAY, EXEMPTION OF APPEAL LAWS OF ANY STATE NOW IN FORCE OR HERBINAFTER ENACTED; AND (3) RELEASE ALL BRIGHS IN SUCH PROCEEDINGS. IF A COPY OF THIS MERCHANT AGREEMENT, VERTIFED BY AFFIDANT BY OR ON BRIGH, OF PURCHASER SHALL HAVE BEEN TILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL MERCHANT AGREEMENT AS A WARRANT OF ATTORNEY. THE AUTHORITY AND FOWER TO APPEAR FOR AND COMPESS INDOMENT AGAINST MERCHANT SHALL. NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTER AS PURCHASER SHALL FIRBIT PROCESSARY AND DESILABLE AND THIS BUSINESS CASH ADVANCE AND SECURITY AGREEMENT SHALL, BE A SUFFICIENT WARBANT THEREFOR. PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JUINSDICTIONS FOR ALL OR ANY PART OF PURCHASER which consent may be withheld in OR COSTS ASSOCIATED WITH PURSUING THE AMOUNTS OWING HEREUNDER, PURCHASER'S sole disciding. PURCHASER THE CLASS OR REPRESENTATIVE ACTION

BY OR ON MERCHANDS BEHALF FOR ANY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHART FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER. AS PROVIDED FOR HEREIN, IF DOING SO WHA. CURE ANY EURORS AND DEFECTS IN SUCH PRIOR PROCEEDINGS.

3,41 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FACTORING AGREEMENT, THE CONFESSION OF AGREEMENT, THE CONFESSION OF to jurisdiction or venue, Should such proceeding be JUDCMENT, THE SECURITY AGREEMENT, infinited in any other forum, Merchanives any right OR ANY OTHER BOCUMENTS EXECUTED BY to apprise any motion or application made by MERCHANT IN CONNECTION WITH THE PURCHASER to transfer such proceeding to an ADVANCE OF FUNDS TO SELLER, ALL Acceptable Forum.

PARTIES ACKNOWLEDGE THAT RECOURSE 4.7 Survival of Representation, the, All TO THE MERCHANT AND THE MERCHANT'S representations, awanthies and coverants benefits shall receive the proceeding to the ASSETS IS PERMITTED ONLY FOR DREACHES OF THE REPRESENTATIONS AND

3.5. Costs. Morehant shall pay a rearrange of the Covenants in this Agreement and the unenforcement thereof, and (b) the enforcement of enforcement thereof, and (b) the enforcement of enforcement thereof, and (b) the enforcement of enforcement in thereof, and (b) the enforcement of enforcement in the enforcement of enforcement and shall not in any way be affected or impaired.

\*\*PURCHASHE'S consolies at farth in Section 4.2 shall not in any way be affected or impaired.

\*\*Purchashe of the Covenant of the Enforcement of t

give PURCHASER written notice within 24 hours of any filing under Title 11 of the United States Code. Morehand is required to give PURCHASER seven days' written notice prior to the clusing of my sale of all or substantially all of the Merchant's assets or stock. IV. MISCELLANEOUS
4.1 Mulfications; Agreements. No modification,

amendment, waives or consent of any provision of this Agreement shall be effective unless the same shall be

in writing and signed by PURCHASER.
4.2 Assignment, PURCHASER may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties becometer, either in whole or in part 4.1 Nutters. All nutices, requests, consent, domands and other communications hereunder shall be delivered by certified mail, return receipt requested, to the respective parties to this Agreement at the addresses set forth in this Agreement and shall become effective only spon receipt.
4.4 Waiver Remedies No fedure on the part of

PURCHASER to exercise, and no delay in exercising, any right under this Agreement thall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement proclude any other or further exercise thereof or the exercise of any other right. The remedies provided furtinder are cumulative and not exclusive of any remedies provided by town

of use the second of the secon shall not have the right to assign its rights hereunder or any incress herein without the prior written consent of

WHETHER reserves the rights to ussign this Agreement with or ORE BEEN without prior written notice to Merchant or Guarnaintel

Governing Lawkhurladiction/Venue inc disputes. All signatories to this Agreement consent that this Agreement shall be governed by and construct in accordance with the laws of the Commonwealth of Tennsylvania, volitoni regards to any applicable principals of conflicts of law Any suit, action or presending arising bareunder, or the interpretation, performance or breach hereof, shall, if PARCHASSER so elects, be instituted in the Court of Common Plens, Philadelphila County, Federal Court for the Eastern Municipal County from the Philadelphia County Municipal County Municipal Count, (the "Acceptable Forums"). Murchant oppes that the Acceptable Forums is convenient in it, and submits to the jurisdiction of the Acceptable Forums and waives may and all objections to jurisdiction or venue. Should such proceeding be infilted in any other farum, Merchant waives any right

FOR survive the execution and delivery of this Agreement AND and shall continue in full force until all obligations WARRANTIES MADE BY THE SELLER IN THE Hader this Agreement shall have been suitaked in full FACTORING AGREEMENT.

and this Agreement shall have terminated.

3.5 Costs. Morehant shall pay to PURCHASER all 4.8 Severability in case any of the provisions in this reasonable costs associated with (a) a breach by Agreement is found to be invalid, illegal or

promined by two wands in mice the only one exemi-or such probleships without invalidating the remaining provisions hereof. This Agreement and Security Agreement hereto embody the write agreement heaveen Merchant and PURCHASER and supersede all prior agreements and understandings relating to the subject matter bereaf.

JUDICA HORD RECOL.

4.16 JURY TRIAL WALVER, THE PARTIES HERBETO WALVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARBING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT SA PART OR THE WHICH THIS AGREEMENT IS A FAR OF THE ENFORCEMENT HERBOR THE PARTIES HERBOR THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFFER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WARVER WITH THEIR ATTORNEYS.

THERATI ORNERS.
4.11 CLASS ACTION WAIVER, THE PARTIES
BERETO WAIVE ANY RIGHT TO ASSERT ANY
CLAIMS AGAINST THE OTHER PARTY AS A
REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY, TO THE EXTENT EPHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENT.
ATIVE ACTION AGAINST THE OTHER, THE FARTIES HERREY AGREE THAT: () THE PREVAILING PARTY SHALL NOT BE ENTETLED TO RECOVER ATTORNEYS FEES OR COSTS ASSOCIATED WITH PURSUING

Merchant Indian's

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(NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL, NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION,
4.12 Counterparts & Fescindle/Embil Signstures. This Agreement may be executed in say auchier of consterparts each of which shall be decided one and the same furturement Further, festingle and cound in signatures shall be decided one and income interment interment Further, festingle and cound information of counterparts and the decided on and income interment Further, festingle and cound information in counterparts.

22 N 3<sup>813</sup> Street Philiodelphia, Pennsylvania 19106 Plone; 215-922-2636 Fnx: 888-305-7562

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22 N 3<sup>th</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fux; 888-305-7562

Seller/Merchant's Logal Nume: HMC INCORPORATED DHA HMC INCORPORATED

Physical Address: 77190 OAKLANO MILLS RD #10, COLUMNIA, MD 21016

PEO ID # (Merchant): 52-2005467

SECURITY AGREEMENT

Security Interest. To secure SELLERAMERCHANTS's performance obligations to PURCHASER under the "Foctoring Agreement", SELLERAMERCHANT hereby grants to PURCHASER a security interest in (a) all acceptants, challed paper, documents, equipment, general intemplates, instruments, and inventory, as those terms are defined in Article 9 of the Uniform Commercial Code (tite "UCC"), may on hereafter owned or acquired by SIELLERAMERCHANT; and (b) all proceeds, as that item is defined in Article 9 of the UCC (a and b collectively, the "Collabers!")

Cross-Collatoral, To secure MERCHANT's payment and performance chigations to PHRCHANER under this Security Agreement (the "Agreement"), MERCHANT hereby sports PHRCHANER a security interest in \_\_ (the "Additional Culturem") MERCHANT understands that PHRCHANER will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement.

SELLERIMERCHANT acknowledge and agree that any security interest granted to PURCHASER under any other agreement between SHLERIMERCHANT and PURCHASER (the "Cross-Callatered") will secure the obligations becomed and under the PACTORING Agreement

SELLERIMERCHANT agrees to execute any documents or take any action in connection with this Agreement as PURCHASER deems necessary to perfect or maintain PURCHASER'S first priority security interest in the Collateral, the Additional Collateral and the Cross-Collateral, including the execution of thy account control agreements. SELLERIMERCHANT hereby authorities PURCHASER to file any linearing statement was pointed in a purpose of the purchaser of the perfect or maintain PURCHASER's accounty interest, which financing statement was contain notification than SELLERIMERCHANT have prained a negative pledge to PURCHASER's Rights. PELLERIMERCHANT have prained a negative pledge to PURCHASER with respont to the Constant, the Additional Collateral and the Cross-Collateral, and that any subdequent lies on read by totatously intering with PURCHASER's rights. SELLERIMERCHANT shall be liable for and PURCHASER may change and collect all costs and expenses, including but not trained to attorney's feet, which may be incurred by PURCHASER in protecting, preserving and confidency PURCHASER's accurity interest and rights.

Negative Pledge. SELLERAMERCHANT agrees not to create, from, assume, or pound to exist, directly or indirectly, may lien on or with respect to any of the Collateral, the Additional Collateral or the Creas-Collateral, us applicable

Consent to Enter Premises and Axigu Lease, PURCHASER shed have the right to one SELLEUMERCHANT defoult in the payment of real on the following terms in the own, SELLEUMERCHANT is covered with papers in an axion against SELLEUMERCHANT for compayment of real or for summary eviction, WIRCHASER may execute its rights and remedies under the Assignment of Lease SELLERAMERCHANT also agrees that PHECHASER may enter into an agreement with SELLERAMERCHANT inclored giving PURCHASER the right; (a) to enter SELLERAMERCHANT precedes and to the possession of the fluctures and equipment thereins the part of practing and descriping and (b) to assign SELLERAMERCHANT'S lease in mother qualified SELLERAMERCHANT capable of operating a business comparable to SELLERAMERCHANT at such precoducts.

Remedies. Upon any Event of Default, PLIKCHANER may parise any remark available of two fractaling those available under the provisions of the UCC), or to equity to collect, enforce, or satisfy any obligations then awing, whether by acceleration as otherwise

SÉLLRUMRRCHANT BY: KARA DIPIETRO, OWNER Form Midra

Numer (The (Signature)

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uts ...... Merchant lattinh \_\_

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22 N 3<sup>an</sup> Street Philadelphin, Pennsylvania 19106 Phone: 215-022-2636 Fax: 888-305-7562

#### DISCLOSURE FOR CONFESSION OF JUDGMENT

AFFIANT:

KARA DIPIETRO

OHLIGER.

Complete Unsiness Sciedious Group, Inc. d/bls Par Funding

The undersigned have excepted, and/or is excepting, on even date becavith, one in more of the following instruments under which the Merchant is obligated to repny monies to Obligee:

Factoring Agreement dated DECEMBER 19, 2016; and

A THE MERCHANT ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGEE MAY ENTER HIDDIMENT BY CONFESSION AGAINST THE MERCHANT, BEING SULLY AWARS OF THE MERCHANT'S LUGITS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE MERCHANT OBLIGHET FREEMADIES BEFORE JUDGMENT IS ENTERED. THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGHES'S ENTERING JUDGMENT AGAINST THE MERCHANT BY CONFESSION BEENLAST OF REPARKET THE SECONDARY. PURSUANT TO CHETERMS THEREOF.

B. THE UNDERSIGNED ALSO AURNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT ETHER NOTICE OR A HEARING, PORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OX PROCEED AGAINST THE INTERESTS OF THE MERCHANT IN PROPERTY (BEALOR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE LUDGMENT OR JUDGMENT OR STRIKE THE BUDGMENT OR FILLY AWARE OF THE MERCHANT'S RIGHTS AFTER JUDGMENT IS ENTERED, (RECLIDING THE HIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT OR JUDGMENTS, THE UNDERSKINDED HEREBY, FRIELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OULIGEE'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE MERCHANT.

The Merchant beredy certifies that the financial accommodations being provided by the Obligeo are for a business gurpose, and not for personal, family or household use

The statements made in this Disclosure for Confession of Judgment are minds subject to the penalties of 18 Po.C.S.A. § 4904 relating to unavants

SELLEHMERCHANT By: KARA DIGIETRO

hara Ofthe (Signatur)

10000 52-2005467

SELLEMATERCHAST By: KARA DIPIETRO

Lora Opaha (Signatore)

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22 N 3<sup>MT</sup> Street Philadelphia, Ponnsylvimia 19106 Phone: 215-922-2636 Fax: 888-365-7562

#### GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to PURCHABER, SELLERAMERCHANT'S performence of ull of the representations, and warrantees much by SELLERAMERCHANT'S performence of ull of the representations, and the factoring Agreement, in each agreement may be renewed, amended, extended in otherwise modified (the "Guaranteed Obligations"). Quarantor's obligations are due at the time of any brench by Merchant of any representation or warrantly, or cavenant made by Merchant in this Agreement and the Merchant Agreement.

Consunter Waivers. In the event that SELLERAMERCHANT violates its representations and manualles under the PACTORING AGREPMENT, PURCHASUR may enfance its rights under this Agreement without first seeking to obtain payment from Merchant, any other gunerator, or any Collineral, Additional Collineral or Cross-Cultateral PHICHASER may hold pursuant to this Agreement or any other gunerally.

PURCHASHI dues not have to notify Guerrator of any other following events and Guerator will not be released from its obligations under this Agreement if it is not notified or (i) SELLERAMERCHART'S visibilition of the representations and warranties of the PACTORING AGREEMENT or my-renewal, extension to other medification of the PACTORING AGREEMENT or my-renewal, extension to other medification of the PACTORING AGREEMENT; in addition, PURCHASER; (iii) self-agreement; (i) renew, extend or otherwise modify the EACTORING AGREEMENT or SELLERAMERCHANT'S other obligations to PURCHASER; (ii) self, release, impar, varies or otherwise execution purposes and explained and the Guaranteed Obligations are purceased on any solitation of executing the Communical Obligations are purposed to the following the communication of the following the purpose of the following the following the guaranteed Obligations are folligations and purpose of the following injects of the following right of Observations of the guaranteed for payment under this Agreement Unit all obligations are folligated ander the FACTORING AGREEMENT and this Agreement are paid in fall, Observates shall not seek of the following rights that it may have against SELLERAMERCHANT, my other guarantee, and it under this Agreement in the following rights that it may have against SELLERAMERCHANT, my other guarantee, it is any mountage paid by it, or acts performed by it, under this Agreement (i) subrogation; (ii) reinbursaericut; (iii) performance, (iv) admensifications of the following public to a practeding under the United States Businessey (i) subrogation; (ii) reinbursaericut; (iii) performance, (iv) admensifications of the communications of the following in the follow

CUARANTOR ACKNOWLED DEMENT. Custanter acknowledges that; (f) He/She understands the scriusness of the provisions of this Agreement; (ii) He/She has had a full appartually to consult with counsel of his there choice; and (iii) the/She has consulted with counsel of its choice or has decided not to avail himselfflierself of that appartually.

JOINT AND SEVERAL LIABILITY. The obligations becomed of the persons or entities constituting Contentes made this Agreement are joint and several.

By: KARA DIPIETRO, Individual Guaranter	(Signification)
SIN4 53-7005H67	
By: KARA DPHENO, Individual Guarantor	Clore Wieles (Signature)

THE TERMS, REPRITIONS, CONDITIONS AND INFORMATION SET FORTILIN THE "MERCHANT AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARR HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND QUARANTY.

CAPITALEZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND CUARANTY, SHALL HAVE THE MEANING SET FURTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONINTIONS.

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Page 19

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22 N 3<sup>80</sup> Street Philodolphia, Pennsylvania 19106 Phone: 215-922-2636 Pax: 888-305-7562

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Phyments (ACH Debits) is part of (and incorporated by reference into) the FACTORING AGREEMENT, You should keep this important legal document for your records.

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Soller/Merchant authorizes PURCHASER to disburse the Cash Advance Proceeds lass the amount of any applicable these upon approved by initiating on ACH credit to the checking necount indicated below (or a substitute checking necount Seller/Merchant later identifies and is acceptable to PURCHASER) (hereinsider referred to us the "Destignated Checking Account") in the disbursal amount set forth in the accompanying documents. This authorization is to tennin in full force and effect until PURCHASER has received written notification from Seller/Merchant of its technination in such time and in such thanks as a fifter PURCHASER and Metchine's departed by business as to afford PURCHASER and Metchine's departed by business as to a fifter PURCHASER and Metchine's departed by business as to a fifter PURCHASER.

AUTOMATIC PAYMENT PLAN: Emolinent in PURCHASER's Automatic Payment Plan is coquired for approval, By signing below, Sellet/Metchant agreement by initiating ACH debit entries to the Designated Checking Account in the automatic Payment Plan and authorizes PURCHASER to collect payments required under the terms of Sellet/Metchant Agreement by initiating ACH debit entries to the Designated Checking Account in the automates and on the dates provided in the payment schedule set faith in the accompanying Sellet/Metchant Agreement. Selletr/Metchant authorizes PURCHASER to increase the amount of only revisually exheduled payment(s) that was not paid as provided in the payment schedule und any unpaid Fees. This authorization is to remain in full force and effect until PURCHASER has received written notification, from Selletr/Metchant of its termination in such time and in such small manner as to offerd PURCHASER and Selletr/Metchant's depository bank a reasonable approximity to set on it. PURCHASER may suspend or templates Selletr/Metchant in the Automatic Payment Plan immediately (f'Selletr/Metchant fails to keep Selletr/Metchant's designated effecting account in good standing to if there are insulficion thanks in Matchant's checking account to process any payment.

If Seller/Marchant revokes the authorization or PURCHÁSER adspends or terminates Seller/Merchant's enrollment in the Automatic Payment Finn, Seller/Merchant still will be responsible for making timely payments pursuant to the alternative payment methods described in the Seller/Merchant Agreement.

BUSINESS PURPOSE ACCOUNT: By signing below, Saller/Merchant attests that the Designated Checking Account was established for business purposes and not primmily for personal, family or bousthold purposes.

ACCOUNT CHANGES: Seller/Mereliant squees to notify PURCHASER principly if there are my changes to the account and routing numbers of the Designated Checking Account

MISCELL ANEXUE: PHRCHASER is not responsible for any fees charged by SelterMerchann's bank as the result of credits or debits initiated under this agreement. The origination of ACH trianections to Merchant's occount must comply with the provisions of U.S. low.

Signature transmission				
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Signature: Lata Ville	. Charles & Statement and American State	-controller of the controller	and the second s	
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22 N 3<sup>(0)</sup> Street Philadelphia, Penasylvania 19106 Phone: 215-922-2636 Fux: 888-305-7562

#### BANK ACCOUNT DISCLOSURE AFFIDAVIT

Fur the purpose of objeting the Business Cash Advance evidence by the Merchant Agreement of this senie date herewith (the "Business Cash Advance") from Complete Business Solutions Group, Inc., the undersigned Soliet/Morsiant hereby mokes the following statement under penalty of low.

#### PLEASE SIGN OPTION ONE ORTWO

#### OPTION 1 - DISCLUSURE AND AUTHORIZATION FOR ADDITIONAL ACCOUNTS:

The Sellet/Merchant hereby declares that in addition to the designated for ACH debt, the Sellet/Merchant elso has the following additional account(s) which he authorizes us to use in the toward no are mable to debit from the designated account:

Bank Name Name on Account Account Number Runting Number Fed 1D number associated with this account Marrie associated with this occount Phone ramber of person whose name is associated with this account Book Name Name on Account Arcount Number Routing Number Fed ID number associated with this account. Name associated with this revount Phone number of person whose name is associated with this secount Marik None Name on Account Account Number Routing Number Fed (D number associated with this account Nume associated with this account Phone immibite of person whose name is associated with this account Hask Nume Name on Account Account Number Rossing Number Fed H) mumber associated with this account Notes associated with this account Phone number of person where name is associated with this recount "almeh additional pages if necessary" Dated 12/19/2018 Seller/Muschart Signature Lora Walra Seller/Merchana Signature Letta Decha Date OPTION 2 - By signing below, the merchant secure, under penalty of law, that he has no accounts in any lending institution in addition to the one provided for ACH debit Selfer/Meschant Signature, Dated

Merchant Initials

Merchant transfe

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22 N 3<sup>012</sup> Street Philadelphila, Pennsylvonia 19106 Phune: 215-922-1616 Fnx: 888-305-7562

#### TRADE REFERENCES

Please provide a list of 3-5 professional references

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	Name:		
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1.	Name:		DODAS, JANA
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5.	Namet		
	Phone number:	Email Address:	Ar-reco

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22 N 3<sup>341</sup> Street Philadelphia, Pannsylvania 19:06 Phona: 215-922-2636 Fax: 888-305-7562

NAME OF SELLERMERCHANT: Kara Di	Pietro	·
INPORMATION (To be filled out by the customer)		
to the company is paid in full.		d below, including a non-sufficient feed foo if applicable, until the deb
Full Name on Account:  ON FILE		
Account V: ON FILE	Routing A. ON FILE	
Account Type terlegt innel: Checking (1)		
Assument Class Inchest things Consumer Account	D Business Account LJ	
Pajenent amount:	Number of Payments:	•
Date of next payment:	Frequency of payments:	-
I understand that I may caused this mathérization by a my ACH authorizations does not relieve me of the re- the Company may take additional actions including I	sponsibility of paying my account in full, and t	s days prior to the payment due date. I further understand that canceling that if I cancel or rovoke this authorization before the debt is paid in full
Customer signature: Lara Miles	goge and a grant of the second	Date; 12/19/2018
Customer Printed Name: Kara DiPietro	ng	
Customer contact Telephone #:	s. Marie 1 albert Marie Marie and annual construction of the Salar and	
Customer signature:		139(6) was provided as the constraints
Customer Printed Maine:	egge <sub>rege</sub> n meganis mendelmen i dem se stemse stemse stemse med en stemse i de sentende en	
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22 N 3<sup>al)</sup> Street Philadelphia, Pennsylvenia 19106 Phono: 215-922-2636 Fex: 888-305-7562

Donie	

Finank you for accepting this offer from Complete Business Solutions Group DIble Per Punding. We look forward to being your factoring patient for at long as you need

Pailly APRI Designer

Complete Dustices Solutions Group will require viewing access to your bank account prior to funding us part of our underwriting process, as well as during the time you have a balance with our company.

Please he assessed that we corollely salegued your confidential information and only essential top level presumed with have access to h

Please fill out the form below with the information necessary to necess your account.

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SECURITY QUESTIONIANSWER 1:	,	ON FILE
SECULOTY QUESTION/ANSWER 2:		DN FILE
SECURITY QUESTION/ANSWER 3:		ON FILE

ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:

Sorchant Intiints (1

Merchant initials

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22 N 3<sup>83</sup> Succi Philadelphia, Pennsylvania 19106 Phone: 213-922-2636 Fex: 898-305-7562

#### APPENDIX A: THE FEE STRUCTURE

- Origination Fee: \$TO BE DIFFISHMINED to cover underwriting and related expenses
- 2. ACH Program Pee SWAIVED The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related easis;
- 3 NSF Fcc. \$75.00 (epch) Up to POUR TIMES ONLY before a default is declared;
- 1 Rejected ACH \$100,00 If a merchant directs the bank in reject our debit ACH;
- 5. Hank Change Fee 350,00 If a merchant requires a change of account to be debited requiring us to adjust our system;
- 6 Hocked Account \$250.00 -- ICa merchant blacks CBSO's ACH debit of the Account, business more than 4 debits of the Account or significant outly uses multiple bank accounts or credit-cord processors to process its receipts;
- 7 Default Fee \$500,00 default fee If a specifical changes bank occurres or switches to another credit cord processor without CHSG's consent, or commits another default pursuant to the Agreement;
- 8 3rd Party intermediary Fee —\$1,600,00 deposit toward reasonable related expenses incurred by PURCHASER. If PURCHASER receives a summunication from a 3rd party debt existing control of the obligation and which has been related by Metchant and which contact PURCHASER, on Metchant's behalf reaking to redirect communication (telated to the obligation contained in his Agreement) is itself-toward distribution required by this extention. This fee shall be used to core in Virebeer's reasonable expenses in retaining rounded or this parties to boundle life additional administration required by this extention of the intermediary by PURCHASER. As portion of the fee that is not used by PURCHASER for this purpose shall be returned to Metchant at the conclusion of this Footoning Agreement or related legal action.
- 9 Collections Expense In the event of default, Selter / Mereliant shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filling fees and any other fees which may be incurred
- 10. Miscellaneous Service Pees Merchant shall pay ceriain fees for services related to the uniquiding and mointenance of secretars. Each Merchant shall receive their thurbing electronically to their designated bank necessal and will be charged SWAIVED for a feel Wire. The current charge for the underwriting, DCC, ACH Program and origination of each Merchant will be pass from the funded amount. Merchant will be charged \$100.00 for every additional change of their operating bank account once they are notice with CHSG. Additional capies of prior morthly stotements will incur a fee of \$10.00 each.
- 11 Natury Fee \$99,00 to cover online natury expenses
- 17. Itisk Assessment Fee \$WAIVED
- 11 UCC Fee-SWATVED

Merchant Sipund Port Hinte	Kara Oirierro	<b>(</b> =====
Merchant Signature Languager	Xara Dipietro	(1525.223)

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22 N 3<sup>NO</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fax: 8ER-305-7562

#### MANDATORY JOINT APPIDAVIT OF CONFESSION OF JUDGEMENT

INSTRUCTIONS:

SIGN AND NOTARIZE THIS SECTION OF THE AGREEMENT, SEND THE ORIGINAL COPY TO:

PAR FUNDING 22 N 3<sup>RD</sup> STREET PHILADELPHIA, PA 19106

C/O UNDERWRITING

Page | 16

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22 N 3<sup>no</sup> Street Philadelphia, Poursylvania 19106 Phone: 215-922-2636 Fax: 888-305-7562

NEW YORK UNITY I	FACTOR, LLC		Index No.	
	Pln	intiN,	AFFIDAVIT OF CONFESSION OF JUDGMEN	T
	-against-	***		
HMC INCORPORATI HMC INCORPORATI KARA DIPIETRO,	ED and	fendant(s)		
0%3 995 AP		initial and the second		
STATE OF	) 53.1			
KARA DIPIETI	RO, being duly sworn,	deposes and	says:	
1. 1	am a principal, ow	ner, and a	n officer of HMC INCORPORAT	TED D/B/A HMC
INCORPORATED ("M	(erchant Defendant"),	a CORPOR	ATION located at 77190 OAKLAN	D MILLS RD #10,
COLUMBIA, MD 2104	16, in the County of		_, and as such, I have the authority	to act on behalf of
Merchant Defendant.				
2. 1	reside at 1836 LANDI	rake RD,	TOWSON, MD 21204, in the County	105
3. I, individ	lually, and on behalf of	f Merchant	Defendent consent to the jurisdiction	of this Court.
4. N	derchant Defendant her	reby confes	es judgment and authorizes entry of j	udgment in favor of
Plaintiff and against De	fendants in the Federal	l District Co	urt for the Court of Com	non Jurisdiction for
the County of	in the State of	No. of the second secon	the sum of \$5,446,000.00 less a	ny payments timely.
made pursuant to the	secured Merchant Agr	rcement dai	ed DECEMBER 19, 2018, plus leg	gal fees to Plaintiff
calculated at (en percen	t (10%) of the total of t	the aforesai	d sums, costs, expenses and disburser	nents and interest at
the rate of 9% per annur	n from the date of defa	ull, or the h	ighest amount allowed by law, which	ever is greater. Such
Page 117		Me	reliant totalits	
÷ ,				Case 1D: 190501349

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amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Affidavit of Confession of Judgment.

- 5. In addition, I hereby confess judgment, individually and personally, jointly and severely, and authorize entry of judgment in favor of Plaintiff and against myself in the Federal District Court for the Court of Common Jurisdiction for the County of \_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_, against me personally in the sum of \$5,446,000.00 less any payments timely made pursuant to the Merchant Agreement dated DECEMBER 19, 2018, plus legal fees to Plaintiff calculated at ten percent (10%) of the total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 9% per annum from the date of default, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of this Confession of Judgment.
- This confession of judgment is for a debt due to Plaintiff arising from Defendants' failure to pay to Plaintiff, Merchant Defendant's accounts-receivable, which were purchased by Plaintiff pursuant to the secured Merchant Agreement dated DECEMBER 19, 2018, and for Defendants' breach of the secured Merchant Agreement, plus agreed-upon interest, reasonable alterneys' fees, costs and disbursements, as agreed-upon by Merchant Defendant and myself, under the secured Merchant Agreement, dated DECEMBER 19, 2018, of which supporting documents include a Personal Quarantee and a UCC-1 financing statement(s).
- 7. Merchant Defendant and I hereby agree that the execution and delivery of this Affidavit of Confession of Judgment and any entry of judgment thereon shall be without prejudice to any and all rights of Plaintiff, who reserves all of its rights and remedies against Defendants.

Merclana Initials			Merchant Hittials		
Sear ve stemme drinkers v	Sec. 16	0.00	saint Charles 1535 and the	 V/00	

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22 N 3<sup>80</sup> Street Philodolphia, Pennsylvania 19106 Phone: 215-922-2636 Fee: 488-305-7562

40		
8.	If for any reason entry of judgment is	n the above specified amount or execution on the same is outside
the jurisdiction	n of this Court, Merchant Defendar	nt and I hereby consent to the personal jurisdiction, entry of
judgment, and	execution thereon in any State or Fe	deral Court of the United States of America.
,	9. I have been authorized by	Merchant Defendant to sign this Affidavit of Confession of
Judgment on th	his day of, 20	018.
		N
		By: KARA DIPIETRO, individually, and on behalf of HMC INCORPORATED D/B/A HMC INCORPORATED
Sworn to before day of	e me this, 2018.	
Nolary	Public	

Merchan millals . ...... Merchant millals.......

Page | 19

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22 N 3<sup>60</sup> Street Philadolphia, Pennsylvania 19106 Phone: 215-922-2636 (ax: 888-205-7562

**DECEMBER 19, 2018** 

Attn: Court Orders & Levies Dept.

Re:

HMC INCORPORATED, et al.
Supreme Court of the State of New York, Richmond County Index No. Information Subnoena and Restraining Notice - RELEASE

Creditor, and KARA EPPLING ("KARA") Defendants/Judgment Debtors (collectively, " , N.A. and/or related et	from the funds currently held in reserve per the information
Via check	Via wire to:
N.A. and its officers, directo lesses and expenses, including but not limited and/or the IS/RN. Upon tender of the Release	agree to indemnify and hold harmless is, agents and employees from and against claims, damages, to attorneys' fees, arising out of or resulting from this release Amount, Punder consents to the immediate RELEASE of the exerve to FIMC INCORPORATED, KARA, and/or its/their
By: Liera Wide KARASADETRIS (Name) Owner/Manaper/Agent (Title) individually, and on behalf of HMC INCORPORATED	By: Norman M. Valz, Esq. Attorney for Plaintiff/Indgment Creditor, NEW YORK UNITY FACTOR LLC and Complete Business Solutions Group, Inc. 205 Arch Street - 2nd Floor Philadelphia, PA 19106 (215) (tel.)
Ð	Merchant Inflats Merchant Withole

Page | 20

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CBSG)	22 N 3 <sup>nd</sup> Street Philadelphia, Pena Phone: 215-922-2636 fo	sylvenia 19106 x: 888-305-7562
State of	) sa: On the day of in the year 2018, before Notary Public in and for said state, personally appeared KARA DIPIBTRO, person proved to one on the basis of satisfactory evidence to be the individual whose name within instrument and acknowledged to me that she/he executed the same in hearlisher/his signature on the instrument, the individual, or the person upon behalf of acted, executed the instrument.	e is subscribed to U capacity, and that t
	NOTARY PUBLIC	

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CI SUMMER REPORTS

22 N 3<sup>80</sup> Street Philadophia, Pennsylvania 19106 Phone: 215-922-2636 Fax: 888-305-7562

builds (

Merchant hottle

Filed and Attested by the Office of Judicipal Rocords
14 May 2019 11 16 am
A. drightha

# EXHIBIT "E"



22 N 3<sup>co</sup> Strest Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fux: 888-305-7562

## ACKNOWLEDGEMENT

# I, KARA DIPIETRO, hereby acknowledge:

- > There has been no promise of additional capital in 30 days from funding by CBSG or any ISO (broker).
  - Our policy is that merchants can seek additional capital from us when they have paid 55% of the Receipts Purchased Amount.
- > That CBSG does not permit outside fees and that up one has discussed additional fees with me. The fee amount for this agreement is \$30,500.00, which will be held back from the funding amount.
- There has not been and will not any contact from Third Party debt companies regarding this factoring Agreement dated OCTOBER 3, 2018.

I, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.

Lara Dipietro	10/3/2018	11:49:09	AM POT
Signature	Date		

## I, KARA DIPIETRO, hereby acknowledge:

Additional Funding Stacking" Fee: 15% of Advance Amount - If the MERCHANT/GUARANTOR takes additional funding at any point after being funded by CBSG, without prior nutice to and consent by CBSG, a fee amounting to 15% of the amount of the advance shall automatically be added to the payback amount of the advance. CBSG reserves the right to declare the account in default, at any point after learning such "stacking" has accurred; regardless of the payments made by the MERCHANT/GUARANTOR, with the filing of the Confession of Judgement in a court of competent jurisdiction.

I, the undersigned, acknowledge that I am is agreement with these items, which are also described in detail within the pages of this document.

Feara Diffulro	10/3/2018	11:49:09	ΑN	POT
Signature	Date			

Merchani bilinis

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22 M 342 Street Philadelphia, Penasylvonia 19106 Phone: 235-922-2636 First: 888-305-7562

## FACTORING AGREEMENT

Dated the 36th day of OCTOHER, 2018 by and between Complete flusiness Solutions (trans., Inc. ("CHSG" andior "PURCHASER") and the "SELLERMERCHANY" ileical below (in "Seileriblerchnot" or "the blerchont").

Bushess Legal Name: HAIC INCORPORATED

D/B/A: HMC INCORPORATED

Type of coulty febrek one) | Corporation | LLC | Lanted Partnership | Limited Liability Partnership | Sale Proprietor

Physical Address: 7190 OAKLAND MILLS RD #16, COLUMBIA, MD 11046 Malling Address; 2190 CARLAND MILLS RU 810, COLUMBIA, MD 21046

Fed 1D#: 52-2005467

PURCHASE AND SALE OF FUTURE RECEIPTS WITH SELLER RECOURSE

Seller/Merchant bereby sells, assigns and transfers in CHSG (making CHSG the absolute owner) in consideration of the funds provided ("Pricince Price") specified below, all of SofterAderchust's future receipts, accounts, contract rights and other obligations urising from or relating to the payment of mones from Seller/Merchant's costensers' andfor other third party payers (collectively the "Resigns' defined as all payments made by cash, check, credit or debit and, electronic transfer or other from af numerary payment in the entinary course of the merchant's business) until such time as the "Receipts Patishieral Attentat (INA)" has been delivered by Schor/Merebant to CHSG.

THIS IS A FACTORING AGREEATENT WITH RECOURSE.

The Purchased Amount shall be gold to CBSG by Seller/Merchant's inevotably authorizing anly one depositing account acceptable to CBSG (the "Account") to remit the Daily Specified Amount from the Seller/Merchant's receipts until such time as CHSQ receives payment in full of the Receipts Purchased Amount. In consideration of servicing the account, the Seller/Merchant hereby authorizes CHSQ to ACH debit the "Specified Daily Amount" from the merchant's bank account, as an approximation of the base payment due under the Specified Percentage, it is the Sellert Merchant's responsibility to provide bank statements for any and all bank accounts by the Merchant to reconcile the daily payments made against the Daily Specified Amagat. Follows to provide all of their hunk statements in a limely manner or missing a mooth shall forfelt all rights to fulur econciliations. CBSC may, upon Selici/Metchant's request, odjust the unuout of any payment due under this Agreement at CBSC's sele-discretion and as h deems appropriate in servicing this Agreement. Selici/Metchant variants that it will ensure that funds adequate to cover the amount to be debited by CBSC remains in the account. Seller/Metchant will be held responsible for any fees incurred by CBSC resulting from a rejected ACH attempt or on event of default (See Appendix A). COSO is not responsible for any avaidable in rejected interactions in the Selfer/Merchants necessary which may result from CRSG's scheduled ACH debit under the terms of this agreement. Notwithstanding mything to the contrary in this Agreement of any other agreement between CBSG and Solies/Merchant, upon the violation of any provision contained in Sections 1 and 11 of the PACTORING AGREEMENT, shall be deemed a breach of the representations and worrenties contained herein. A list of all fees applicable under this FACTORING AGRIFFMENT is northined in Appendix A.

Curchase Petre: \$1,572.013.11 Specified Proceedings: 18"3, Dally Specified Amount; \$5,557.81 for 44 days Receipts Porchased Amount; \$1,771,146.81 \*Drut 80.1 (100:01.53, 2662.01.64, 2946.05, 1040.01, 2965.46, 2866.46, 3017.01, 3912.64, 2662.01.05, 3031.01, 3020.01, 3020.61; 3076.61, 3031.01, 3000.07, 3032.01, 3031.01, 3000.07, 3032.01, 3030.07, 3032.01, 3032.01, 3032.01, 3032.01 "After II Mays, Principal to be returned or we will resure a factor take

THÉ TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGES 2 THROUGH 12 HEREOF ARE HERBY INCORPORATED HEREIN AND MADE A PART OF THIS FACTORING AGREEMENT.

FOR THE SELLEWMERCHANT By: KARA DIPLETRO, OWNER Name and Tills	Sellemayelman supramor	
FOR THE SELLERAMERCHANT By: KARA DEPLETED, OWNER Name and Title	(Schroverston September)	

COMPLETE BUSINESS SQLUTIONS GROUP, INC.

Company Officer

To the extent set forth besein, each of the parties is obtigated upon his her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set faith below. Each andividual executing this Appearant represents that he or sho is matherized to sign this Agreement for Merchan, legally binding said Merchant to humar the terms of this orbligation and that the information provided become and in all of CBSG documents, forms and recorded interviews is true, accounted and complete in all respects. If any such information is false or mistrating, Merchant shall be decored in material breach of all agreements and the representations and the continued to be the continued before the African and CBSG and CBSG shall be estitled to all remedica available under law. Membant and each of the above-agnet

Officers Owners authorizes, CHSO, its agents and representatives and my credit-reporting agency engaged by CHSO, to (I) investigate any references given at any after statements in data obtained from an about Merchant or any of us Owners for the parpose of this Agriculture, and (ii) pull credit report at any time now or for so long as Murchant and/Owner(s) emission to have any obligation owed in COSO. ANY MISHEPRESENTATION MADE BY SELLERIMERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A

SEPARATE CHISE OF ACTION FOR FRAUD OR INTENTIONAL MISHEPRESENTATION

Merclant bulling

Page 12

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22 N 3<sup>20</sup> Street Philodolphia, Parnsylvania 19106 Phona: 215-922-2636 Fax: 888-305-7562 Phone: 215-922-2636

00/27/2018	2652-01- 04		2502-91-MD-PG Co Coudhouse-Rich Moe	24,703,41
08/27/2018	2040-05		2946-SC-MUSC - Robins & Morton	40,219.94
00/31/2018	3030-01		3030-DC-DC Court	277.59
08/31/2018	2065-18		2055-Capital One - DPR Conel	21,503.00
09/01/2018	2808-16		2806-MD-Point St Apis - Armada Holder	170,697.34
09/13/2018	3017-03		3017-MD-JHU Sticif	7,654.45
69/13/2018	3017-04		3017-MD-JHU SIIell	1,900.84
09/10/2018	2662-01- 05		2602-01-MD-PG Co Courlhouse-Rich Mae	31,853,60
09/19/2010	3031-01	2050 NE 207 St, Aventure	3031-FL-Solidcore Aventura FL-PWC	12,137.79
09/10/2018	3020-01		3020-MD-Residence Inn &WIHB	2,665.00
00/19/2018	3024-02		3024-VA-PROS HQ 742 Miller D/	40,953.13
09/19/2018	3020-01		3020-MO-Residence Inn BWIHB	2,655,00
00/20/2018	3026-01	,	3026-VA-Book Allen HTT	630.00
09/21/2018	3033-01		3033-MD-NFCU Fox Moodo-Morgan Koller	1,120.43
09/21/2018	3000-07		3000-MO-M & T Bank Siedium Phase 2	40,425.22
09/21/2010	3032 01		0002-MD-HCOH Cath Lab Reno-Mazzuca	3,677,02
09/21/2010	3033-81		3033-MD-NFCU Fort Meade-Morgan Keller	1,129.43
09/21/2018	3000-07		3000-MO-M & T Bank Stadium Phase 2	40,421.22
69/25/2010	2000-15		2806-MD-Point St Apts - Armada Hoffer	52,269.49
00/27/2019	2946-05		2046-SC-MUSC - Robins & Morton	175,042.60
10/01/2018	2946-06		2846-SC-MUSC - Robins & Merlon	140,972.01
10/02/2018	3020-02		Residence Ing 8WI Airport	136,060,00
10/02/2018	3022-01		Mitchell Courthouse Building	\$30,000,000
10/02/2018	3029-01		Harford County Countiouse	275,080.00
10/02/2010	10-2000		NFCU-Fort Mondo	53,069,52
				1,627,023.11

Merchant Infilals

Page [3

#### PACTORING AGREEMENT TURMS AND CONDITIONS

GENERAL TERMS OF AGREEMENT (MUTUAL REPRESENTATIONS STABBANTIBEL

1.1 Electronic Fund Transfer. Upon sequest from PURCHASER ("hereinafter COSCI or Purchaser") Seller/Merchant ("herematter Merchant") shall execute such forms or agreements acceptable to PURCHASER, with Bosts, acceptable to PURCHASER, to obtain electronic fund transfer services. Merchaut shall provide PURCHASER, and/or its authorized agent with all the information, authorized and passwords necessary for verifying Merchant's receivable, receipts and depuzita into the account Merchant shall authorize PURCHASER and/or it's agent to deduct the amounts awed to PURCHASTIR for the Reveipts as specified begin from selftement amounts which would otherwise be due to Merchant from electronic check transactions be due to Merchaul transferitume their transactions and to gay such annuals to PURCHASIR by permitting PURCHASIR to withdraw the SPECIFIED DAILY AMFOUNT by ACH debting of the account the authorization shall be intervatable without the written consent of PURCHASIR.

1.2 Depusit Agreement, Selice/Aderchant shall execute.

1.2 Deposit Agreement Scher/Merchanj shall execute the Pruchase Price ander this Agreement is in excinage an appearence (the "Deposit Agreement") recognishe to for the Purchased Amount and that such Interheur Price PURCHASER, so the a Bank acceptable to is not intended in be, not shall it be constructed as a boar excited such as the purchase of the Purchase of the Purchase of the Purchase Price is in wachcape for Fature Receipts its authorized agent with fall of the information, parament to this Agreement equals the fait market value authorizations and postwands necessary for verifying Merchant's receiptable, receipts and exposits into the shall now out the Receipts PURCHASER as proclassed and Merchant's receiptable receipts and exposits into the shall now out the Receipts described in this Agreement account. Merchant's acceptable in anounts owed to reside I parament as the Receipts as and/or it's agent to deduct the anounts owed to reside I parament market to PURCHASER for the Receipts as specified faction from the full amount of the Receipts about the settlement agreement which would otherwise be due to a proceeding the reference in the full amount of the Receipts about the residence of the residence of the receipts and the receipt and the receipts and the re Metchast from sleetonic sheek transictions one may in Metchast from sleetonic sheek transictions and to pay such amounts to PURCHASER by permitting PURCHASER to vailablew the specified precentage by ACH delitting of the account. The authorization shall be irrevocable without the written emisers of PURCHASER

LA Term of Agreement. This Agreement shall have a 1.1 Term of Aprennent, Bisk Agreement shall have a term as tet futh above. Upon the exploition of the term, this Agreement shall automatically concer for uncessive similar terms, provided, boxwert, that during the remewal term(r) Merchant may terminate this Agreement upon mirely days' point written matter (effective upon treeigh) to PURCHASER. The remination of this Agreement shall not affect Marchant's responsibility in satisfy all outstanding obligations to PURCHASER at a terreys the 1.4 Fotore Porchases, PORCHASER seserves the right to rescind the offer to make any purchase payments becomeder, in its sole discretion

payments become, in desone overcome 1.5. Elmoclai Condition, Merchoni authorize PHICHASER and its agents to lavestigate their PURCHANER and its spents to investigate their massessive exponsibility and history, and will provide to PURCHANER may bank or financial failurents, tax retuens, etc., as PURCHANER decons occurring prior to or of any time after execution of title Appropriate. A photocopy of title authorization will be decined as acceptable for release of luminist information, PURCHANER Is authorized to applicate the Internation of the Appropriate Constitution of the Appropriate Constitution

1.7 International commission of the property and severally indennify and hold humbers Processes, its officers, directors and shareholders against all fosses, damages, claims, liabilities and expenses (including reasonable anomey's fees)

incurred by Processor resulting from (a) claims asserted by PURCHASER for monins awed to PURCHASER from Merchant and (b) actions taken by Processor in relience upon information of instructions provided by PURCHASTER.

1.8 No Lie billity, in no event will CBSC be liable for ny clains asserted by Merchant under any legal theory for lost profits, lost revenues, lost bothness eppartunities, exemplary, munitive, special, indirect and indirect or consequented damages, each of which is waived by Merchant.

sources by meeting.

3. P. Relignose on Teens, Section 11, 4.7, 1.8 and 2.8 of this Agreement are agreed to for the benefit of Megchout, PURCHASER and Processor, and suivideameding the fact that Processor is not a party of

stream containing the nection is the rely union their terms and resize them as a defense in any action. Life Sale of Receipts, Merebaal and CBIG lagice that the Purchase Price under this Agreement is in exchange for the Purchased Amount and this such Purchase Price. spin Merchant some in promote and service to be the payment therefore by Merchant's curtomers in the mainter provided in Section 1.1 IN NO EVENTS SHALL THE AGGREGATE OF THE AMOUNTS HEICENVED BE DIESEED AS INTEREST HEICENVED in the event that nemat determines that PURCHASER has changed or received interest fearcuarder, and that said amount is in excess of the highest applicable rote, the rate in offect her cander shall automatically he reduced to the intuition tate permitted by applicable few and PURCHASER shall permitted by applications for most consecution, about prescriptly refused to Merchani any interest received by PHRCHASER in secess of the monomous barded rate, it being intended that therebond may are contract to pay, and that PURCHASER met eccive or contract to pay, and that PURCHASER not receive or contract to receive, directly or futbleedly in any manner whatsoever, fitturest in excess of that which may be paid by Merchant under applicable law. MERCHANT ACRNOWLEDGES THAT PENNSYLVANIA LAW APPLIEN TO THE WITHIN AGREEMENT 1.11 Monthly Assessment of Merchant Cash Flaw

1.11 Monthly Assessment of Merchant Cash Prove Merchant hearby solliorines PERCHANER to infinite one or more ACH debits at the specified "Traily Retrieval Rate" from the Account or an approximation of the hase payment due nodes the Specified Percentage. It is the Merchant's responsibility to provide timancial information (cap lands steeraches, excell trail operation steerage). information, Principles of the authorized to apdate tree in the continuous and fluoristic profits from that to promise PURCHASER Is authorized to apdate tree in the continuous and fluoristic profits from that to the active and fluoristic from that the continuous appropriate.

1.6 Transactional Intery, Merchant authorizes their bank to promise PURCHASER with Muschant's Daily Retrieval Rate quals the Specific's Percentage.

banking of processing history to determine 1.12 Power of Attorney Meichant irrevocably qualification of continuation in this geogram.

appoints PERCHASER us its agent and attorney-inappoints a Cectorial to take any action or execute only instrument or document to ratio at the legislates due to PURCHASER from Processor, or in the cose of a vigitation by Metchani of Section 1.12 or the occurrence of an items of Default and Section 4 haven, from Merchant, under this Agreement, including without finitation (1) to obtain and adjust insurance; (11) to collect monies due are to become due under ar in respect of any of the Collateral; (iii) is receive, endorse and collect any checks, sides, dishis, institutents, documents to chaited paper in endocetion with clause (i) or clause (ii) whose (iv) to say herebran's name on any favoures, bill of hiding, or exagnment directing sustances or account debtors to make payment directly of PURCHASIR, and by to file any claims or take any action or business, and by the collection of any of the any action or business, any proceeding which PURCHASIR may deem necessary for the collection of any of the impaid Purchased Amount from the Collection, or alternate to enforce its rights with respect to payment

atherwise to enforce its rights with respect to payment of the Proclassed Amount.

1.1.3 Protections Against Default, Merchant represents and visitions at violate Conditions (a) through (c) below and in the event of feebalt the remoter the following Protections: I through a pay be membered by PURCHASER, immediately and without suffer you Merchant to the event; (a) Merchant are the event of the feebalt the religion to the event; (a) Merchant are the event of the feebalt the event of the feeba will use smiles to Merchant on the event. (a) Merchant meets only incline to discussing the use of electronic check processing that are retired through Processor, or penalte, my event to sector that earlich have an odverce offect on the two, acceptance, or authoritina of checks for the parchase of Merchant's reviews and products including but not limited to direct deposit of any checks into a bank account without scanning wito the PURCHANER electronic thick processor. (b) Merchant changes its arrangements with Processor in my way that is adverse in PURCHASER, (c) Merchant any year on transfer in the processor of brough which the Receipts are settled from Processor to another electronic cheek processor, or permits my event to recen that credd cross diversion of any of Merchant's cheek transactions to another processor, (d) Merchant trices transactions in anomal processing (in oriented interrupts the operation of the flushment (other transactions absence weather, natural disasters or nets of Chal) transfers, moves, sells, disposes, transfers or networker conveys its flushmens or active without (i) the expension of PURCHASER, and (ii) the united agreement of any purchases of transferce to the assumption of all of Murchant's obligations ander this Agreement pursuant to documentation satisfactory to PURCHASER; or (c) Merchant takes any netion, thile to take any action, or offers any incontive—economic or atherwise—the testall of which will be to induce any enstoner or eastonners to pay for Merchant's services with any intens other than checke that are seitled through Pencassot. These protections are in addition to any after remedies available to PERCHASER in tass.

any agest remones unusuale to transportant in this for equity or otherwise pursuant to this Agreement <u>Projecting.</u> The full uncollected Portlaws Amount plus all free thre under this Agreement sool the attached Security Agreement become size and payolis in full

intendiately.
Proceeding 2 Upon breach of AIN MATERIAL PROVISION OF BARACH OF REPRESENTATIONS AND WARRANTIES in like Agreement, PORCHASER may enter that confection of pulgment (judgment) with the Clerk of the Court and execute

familished to PURCHASER, fairly sepressent the flemorical condition of Merchant in such dates. Merchant has a centiniony, attendance shligation to advise PURCHASER of any material or adverse change in its financial condition, operation or ownership. PURCHASER may request statements at any fine during the performance of this Agreement and the Merchant shall provide them to PURCHASER within a business days. Merchant's failing to do so is a material brench of this Agreement. Merchant is failing to do so is a material brench of this Agreement.

compliance and thall comply with all laws and has walld permits, authorizations and logarize to have, aportate and taste its properties and to conduct the

apotate and tests to propositive may be continued to business in which it is presently engaged. 2.3 Authorization. Merchent, and the person(s) slipping this Agreement on behalf of Merchant, have full power and authority to insure and perform the ubligations under this Apprenient, all of which have izen dally anthorized.

2.4 Insurance, Merchant will moliduin businessinterruption incurance numing CBSO as loss payer and additional insured in amounts and against tisks as ore

satisfactory to PURCHASIR and shall provide PURCHASIR praof of such insurance upon request 2.5. Electronic Citech Processing Agreement, Afrechant will not change its processor, add terminals, change its financial institution or bank account(s) or inke any other action that could have any adverse of Rel upon Merchant's obligations under this Agreement, waltent PURCHASTER'S prior written courses. Any such change shall be a moterial breach of this

Agreement.
2.6 Change of Name or Location. Merchant will not conduct Merejant's businesses under any name other than as disclosed to the Processor and PURCHASER

or change any of its places of business.
2.7 Daily Hatch Out, Merchant will batch out receipts with the Processor on a daily basis.

any other persus, persus tien or exiporation specified by PHRCHASER, a sustement centifying, that this Agreement is unmodified and in full force and effect for, if there have been unalifications, that the same is in full force and effect as madified and slating the mudifications) and stating the dates which the and confidential Purchased Amount or may portion thereof has been

repoid.
20 No Bankrupter. As of the date of this Agreen Merchant does not contemplate and has not filed any petition for bankruptcy protection under Tate 11 of the United States Code and there has been no involuntary petition brought or pending against Merchant Merchant further warrants that it does not noticipate reterior trainer various as a function in disconnicional filing any such leaderspitey pelition and it does not satisficate that an invaforatory petition will be filed against it in the event that the Metchant files for bunkingtey protection or in placed under prefered under p filing Protections 2 and 3 sic immediately invoked

2.10 Warking Capital Funding, Merchant shall not enter into any arrangement, agreement is commitment that relates to or involves the Reveipts, whether in the on the sale or perchose of credits against, Receipts or fames others sales with any pury other than PURCHASER

and theing the term of this Agreement complete and marketable little to all Receipts, five and 2.1 Pinnerful Condition and Financial Information elect of ony and all liabilities, Ears, changes. Bunk and financial statements, and future statements, astrictions, conditions, options, rights, multgages,

furnished to PURCHASER, hirly represent the security interests, equities, pledges and encombrances of any kind or expect whatserver or now other rights or Interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of PURCHASER.

Fax: 888-305-7562

22 N 3nd Street Philadelphia, Permsylvania 19106

Phone: 215-922-2636

2.12 flusiness Purpose. Merchant is a valid business in gond standing under the laws of the jurisdictions in which it is organized and/or operates, and Merchant is entering into this Agreement FOR BUSINESS PURPOSES ONLY and not as a consumer for personal,

femily of household purposes.
2.13 Default under Other Contracts. Merchant's execution of and/or performance under this Aureement will not cause or create an event of default by Merchant

under any contract with another person or citity, 2.14 J's Party Negotiators with Regard to This Agreement and the Obligations Herein. Merchant hereby agrees not to retain any 2rd party negotiators, cansolidators, or contribution agreeies with organization in consonants, in court care ingrees who regard on obligations under the terms of this Appendent Merchant will another and allow direct communication with PURCHASER at all times thring the course of this Aprenment and shell mit eagage thy To party to negotiate its obligations as stated in this Agreement. Should Merchant violate this subsection 2.14. Merchant will be liable for the additional fee as

2.14, ARTERIAN WILD BASIC OF THE ROBITOR SPECIFIC IN THE ATTROPE OF BREACH REPRESENTATIONS, WARRANTIES, COVENANTS AND REMIDDLES WARRANTIES, AND

Events of Breach of Representations 3.1 Events of Breach of Representations, Warranties and Coorenates The occurrence of one of the following ovents shall constitute as "Event of a Breach of Representations, Warranties, and Coovenants" hereunder (a) Mecchant shall violate any term or covenant in this Agreement; (b) Any representation or warranty by Metchant in this Agreement shall prove to have been incenteed, fide or misleading in any anterial respect when made; (c) Advantage that doubt in extitute the obstitute in the Advantage that doubt in extitute the obstitute to make a fide of the original state or original Merchant shall odmit in writing its inability to pay its debts, or shall make a general assignment for the benefit of exalibrate or any proceeding shall be inclined by or against Merchant seeking to adjudicate it a bankeupt or insolvent, or recking consensation, ranngement, influstment, or composition of it is in its debts; (d) the sending of nation of tennination by MERCHANT: (c) Merchant shall transport, move, interropt, suspend, dissolve or terminore da business, (f) Merchant shall benefit or seit all or robstantially all of its assets; (h) Merchini shall make or send notive of ony intended bulk rate or transfer by Meichant (i) Merchant chall use analtiple depository accounts without the prior written consent of PURCHASER, (i) Mirichant shall change its depositing account without the prior written consent of PURCHASAR, (k) Morrhest shall perform any act that reduces the value of any Colloterol granted under this Agreement, (I) Merchant shall engage a third party to renegotiate the terms of this Agreement on Merchant's behalf, (m) terms of this Agreement on Meechanit's delaif, (a) Merchant shall engage a third party in an astempt to exact with PURCHASER; or (a) Merchan shall default under any of the terms, covenants and canditions of any other agreement with PURCHASER.

3.2 Registers In case any Event of a Breach of Representations, Wormstein and Covenants, Default

necus and is not unived pursuant to Section Ad herent, PURCHASER may proceed to protect and enforce its tights or temedies by sois in equily or by action at law, or both, whether for the specific performance of any encemia, nurcement in other provision communed beach, to to entarge the discharge of Acceliant's obligations bereighted any other legal to equitable

Protection 4. The entire Unpaid Patchese Amount shall become immediately refundable to PURCHASER from Merchant.

Pintection 5. Purchaser may proceed to protest and enforce its rights and remedies by lawrith, in any south lawoull, in which Purchaser shall recover judgment against Murchash, Merchant shall be liable for the full costs of PURCHASER'S legal action, including all reasonable attorneys' fees and court costs.

reasonable attorneys' feet and court costs.

Protection 6. Merchant shall, upon execution of this Agreement, deliver to PURCHASER an executed assignment of teose of Merchant's prenties in favor of CBSG Upon breach of any provision in this pringing http://doi.org/10.1009

Interesting A PORCHABIR may dealth screening depository secounts wherever situated by means of ACH dealt or facsimile signature on a computer-generated check drawn on Merchant's bank account.

Protention B. In the went Merchant changes or promise the change of the Processor approved by CHSG, or adds an additional Processor, in violation of Section 3.33

nhave, COSG shall have the eight, without waiving any of its eights and exmedies and without notice to Merchant, to notify the new or additional Concessor of the sale of the Receipts beneamder and to direct such new or additional Processor to make asyment directly to CRSO of all or any portion of the amount received by such Processor.

1.14 Protection of information, Metchant and each person rigning this Agreement on behalf of Merchant andles as Owner, as respect of himself or herself personally, multiprizes PURCHASER to disclose information concerning Merchant's and enert Owner's credit standing (including credit buresu reports that PURCHASER obtains) and business conduct only to agents, affiliates, subsidiaries, and eachit reporting bureaus. Merchant and each Owner hereby waives to the maximum extens permitted by lass any chaim for damages against PUNCHASIA or any of its emission damages agoid PHRCHASER or any of its officiales. 2.3 Estuppel Certificate. Merchant will at any time, retailing to any (i) investigation undertaken by or on and from time to time, upon at least one (1) taly is prior behalf of PHRCHASER as germitted by this annies from PHRCHASER to Merchant, exceeding Agreement or (ii) disclosure of information as acknowledge and deliver to PHRCHASER under to Agreement or fit disclosure of information as permitted by this Agreement,
1,15 Confidentiality Merchant gusterstands and

Arts Commented The Actions of the products and services affected by PIRCHASER, including this Agreement and ony other PURCHASER Agreement and theomenistions (collectively, "Confidential Information") are proprietary and confidential information of PURCHASER. Accordingly, unless disalineurs is required by law or court order, Merchant insequences require by sore vital votas, measure shall not disclose Confidential Information of PHRCHASER to any person other than an attempt, accountent, financial solvies of employee of Marchast who needs to know such inflamation for the propose of advising Merchant ("Advisor"), provided such Advisor user such information suicly for the purpose of individual Merchant and flast agrees in swifting to be bound by the forms of this Section 1, 13.

tunned by the terms of this section 1.13.

1.16 DYIAVE, Merchant hereby acknowledges and agrees that PURCHASER may be using "doing lustiness us" or "diph" nations in connection with various matters relating to the transaction between PURCHASER and Merchant, including the filing of UCC-1 financing statements and other various or form of a purchase of, a loan against, collaieral against Bings.

MERCHANT REPURSENTATIONS. WARRANTIES AND COVENANTS Muchant expressers, commands and eventous line as of this date. 2.11 Distribution the tential flux appears, free nod complete and marketable little to all Receipts, free nod

Meréhant intials

22 N 3403 Street Philadelphin, Pennsylvonia 19106 Phuse; 215-922-2636 Fax: 888-305-7562

Complaint in Confersion of Judgment pursuant to the Warrant of Atlomey contamed termin. All rights, powers and remedies of PURCHASER in connection powers min tements of Proceedings of an entertain which this Appeared may be exercised at any time by PURCHASIR after the accurance of an Event of Default, an cumulative and not exclusive, and shall be in addition in any other rights, powers or remedies provided by law or equity. 3.3 Consent to Sale Fransfer of Interest: in event of

MERCHANT brench of wortenites, enventoris and representations under this Agreement, Metchant contents to PURCHASER'S sale or transfer of its reunifising interests in MERCHANT'S receivables to a truning inferent in prince 1700 A recognism and third party hoper of defineded firmation diffigulties and intruments. Most specifically, MERCHANT recognizes PURCHASER'S subsoily to seal is interests in tand receivables in New York Unity Pactor, LLC ("NYUF") which MURCHANT authorizes to increase kind remedies in NYUF's home State of New York in the event of a breach of the wortesties, covenants, and representations stated unites this

Agreeman.

34 MARBANT OF ATTORNEY TO COMPRES HIDOMENT. UPON THE COCUMBENGE OF A VIOLATION OF THE HERRESETATIONS AND WARRANTIES MADE HERETOFORE BY AND WARRANTIES MADE HEREFOEGHE BY MERCHANT, MERCHANT HREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORREY OR ANY CLERK OF ANY COURT OF RECORD, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS MERCHANT AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR VITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT, FOR LIER PRIGHTY AN AMOUNT, FOR LIEN PRICEITY PURPOSES, EQUAL TO TEN PERCENT (18%) OF THE AMOUNT OF SUCH JUDGMENT, BUT OF THE AMOUNT OF SOCH ADDIANCE, BUT NOT LESS THAN ONE THOUSAND BOLLARS \$1,000.00, ADDED FOR ATTORNEYS COLLECTION FEES, WITH THE ACTUAL AMOUNT OF ATTORNEY'S FEES AND COSTS AMOUNT OF ATTORNEYS FEED AND COSTS
TO BE DEFERMINED IN ACCORDANCE WITH
THE SECTION OF THIS MERCHANT
AGREEMENT "ATTORNEYS FEED AND
COLLECTION COSTS." TO THE REXTENT
PRIMITTED BY LAW, MERCHANT: (I)
VALVE THE RIGHT OF INQUISITION ON ANY WAIVE THE REGIT OF INQUISITION OXANY REAL ESTATE LEVIED ON, VOLUNTABILLY CONDEMNS THE SAME, ANTHORIZES THE PROTHONOTARY OR CLERK TO ENTER HYDON THE WRIT OF EXECUTION THIS YOLLNTARY CONDEMNATION AND AGREES YOLGATTARY CONDEMNATIONAND AGREES
THAT ANY REAL ESTATE MAY BE SOLD ON
A WIDT OF EXECUTION; (2) WAIVE AND
RELEASE ALL REHEEF FROM ALL
APPRAISEMENT, STAY, EXEMPTION OR
APPEAL, LAWS OF ANY STATE NOW IN
FORCE OR HEREINATTER ENACTED; AND (3) FORCE OF HEREINATER) ENACTED; AND (3) 4.3 Nolices, All nolices, requests, collects, demands
RELEASE ALL BURGES IN SUCH
and other commondershall be delivered.
MARKES THE WAVEER KNOWNGLY.
PHOCEEDINGS, HE A COPY OF THIS by certified mail, return receipt requested, to the
MARKES THE WAVEER KNOWNGLY. AND
WILLINGLY AND VOLUNTARILY AND
MERCHART AGREEMENT, VRIBBLED BY
PERCHASER SHALL HAVE BEEN FILED IN
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BUCH ACTION. IT SHALL NOT BE
MERCHART AGREEMENT AS A WARRANT
OF RECESSARY TO THE THE HURGINAL PUBLISHER to exercise, and is a delay in exercising.
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CLAMS AGAINST LIFE OTHER PARTY AS A

right an concely, in the EVERT OF VIOLATION OF POWER TO A PART FOR AND CARTES as any figuration of a received an account of the REPRESENTATIONS AND WARRANTIES JUDGMENT AGAINST MERCHART SHALL in further excepts Reveal of the exercise of any other BY MERCHART, FURCHARDER may also like a ROT BE EXHAUSTED BY THE INITIAL right. The revisibles provided hereunder for communities Compilate in Confession of Judgment pursuant to the EXERCISE. THEREOF AND MAY BE and not exclusive of any remedies provided by low of Warrant of Altomey centained them. All rights, EXERCISED AS OFFEN AS PORCHASER equity.

Powers and temedies of PURCHASER in conception SHALL FIND IT NECESSARY AND DESIRABLE. 4.5 Merchant/Convantor(s) Darred from transfer. AND THIS BUSINESS CASH ADVANCE AND SECURITY AGREEMENT SHALL DE A SUFFICIENT WARRANT THEREFOR, PURCHASER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNTS OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMERT BAS THERETOFORE DEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNTS. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST THE MERCHANT HEREUNDER IS AGAINST THE MERCHANT HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MERCHANT'S BEHALF FOR ANY REASON, PURCHASER IS HEREBY REASON, PURCHASER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN AFFIGURZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOU BRIEFIN, IF DOING SO WILL CURE ANY ERROUS AND DRIFECTS IN SUCH PRIOR PROCEEDINGS.

J.41 NOTWITISTANDING ANYTHING TO THE CONTRARY IN THE FACTORING

OR ANY OTHER DOCUMENTS EXECUTED BY to oppose any motion or application and the MERCHART AND THE MERCHART IN CONNECTION WITH THE ADVANCE OF FUNDS TO SELLER, ALL PARTIES ACKNOWLEBGE THAT TRECOURSE 4.7 Survival of Representation, wateromes and other forms. The MERCHART AND THE MERCHART SHOULD SELLER ALL PARTIES ACKNOWLEBGE THAT TRECOURSE 4.7 Survival of Representation, etc. All representations, various and other survival and this Agreement shall contained and the survival by ARRANTIES MADE BY THE SELLER IN THE FACTORING AGREEMENT,

3.5 Casta Metchant shall have to DEFACT.

YARIGANTIES MAKE BY THE SELLIEST IN THE FACTORING AGREEMENT.

3.5 Casts: Metchant shall pay to PURCHASER all reasonable costs associated with (a) a breach by Metchant of the Covenata in this Agreement and the enforcement thereal, and (b) the enforcement of PURCHASER'S remedies set forth in Section 4.2 above, including but not finited to court costs and atterneys' less

alterneys' less.

3.6 Required Notifications, Merchant is required to give PURCHASER written notice within 24 hours of any fiting under Title 11 of the United States Code, Merchant is required to give PURCHASER seven days' written notice print to the closing of any safe of of ar substantially all of the Merchant's assers or stock. IV, AMSCELLANKOUS

d.1 Modifications; Agreenests. No modification, amendment, whive or consent of my provision of this

amenged, where or ensure in may provision or una Agreement shall be effective soless the same shall be in writing and signed by PURCHASIR. 4.2 Assignment, PURCHASIR may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties between children in whole or in part. 4.3 Notices, All notices, requests, content, demands at title automatical transmit entry to content the delicated

tick of concess, in the event of violation of Prinker to Appear for and Confess of any light under this Agreement pixelude any either

This Agreement shall be binding upon and inne to the benefit of Merchand, PURCHASER and their respective successors and assigns, except that Marchagi shall not have the right to assign its rights beleaded or any interest herein without the prior written convert of PURCHASER, which consent may be withheld in PURCHASER'S note direction. PURCHASER caseives the rights to assign this Agreement with or without prior written notice to Merchant or Outrontor(s)

d,6 Governing Law/Jurisdiction/Venue for disputes. All signaturies to this Agreement consent that this Agreement shall be governed by and construct that the Agreement shall be governed by and constitute in accordance with the have of the Communestate of Pennsylvania, without regards to any applicable principals of conflicts of law Any suit, action or praceeding arising hereunder, or the interpretation, performance of breach hereof, shall, if PURCHASER to elects, be instituted in the Court of Commun Pleas, Bulleds Levis Courts of Commun Pleas. Politricipals County, Federal Count for the Statem District of Pennsylvania, or the Philadelphia County Majnipital Count, (the "Acceptable Francis"). Merchant agrees that the Acceptable Francis is econvenient to it, and solunits to the jurisdiction of the

omer this Agreement shall have terminated in the and this Agreement shall have terminated. 4.8 Neverability in cises my of the provisions in this Agreement is found to be invalid, illeged as unenforceable in my respect, the validity, tendity and enforcentially of any other provision emulained herein shall not in any sway be affected or impaired.

some means way way be accessed or impaired.

4.9. Butter Agreement. Any provision becond prohibited by law shall be inaffective only to the extent of such prohibition without invibilitating the remaining provisions becond. This Agreement and Scentify Agreement herein embedy the entire agreement between Merchant and FURCHASER and supersent. all print agreements and understandings relating to the

all prior apreciseds and institutionings relating to the subject institle based.
4.10 JURY TRIAL WALVER, THE PARTIES BEBETO WALVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE THANSACTIONS OF RELATED TO THE THANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF. THE PARTIES HERETO ACROOWLEDGE THAT EACH MAKES THIS WAIVER ROWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMBECATIONS OF THIS WAIVER WITH THER ATTRIBUTE.

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Page 16

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REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, RECEPT WHERE SUCH WAIVER IS PROHIBETED BY LAW AGAINST PUBLIC POLICY, TO THE EXTENT EITHER PARTY IS PROHIBETED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT THE PREVAILING PARTY SHALL NOT THE PREVAILING PARTY SHALL NOT THE PREVAILING OF ARTHUR ACTION (NOT WITHISTANDING ANY OTHER PROVISION IN THIS AGREEMENT), AND (2) THE PARTY WHO INITIATES OR PARTICHPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4,12 COUNTERPARTS & FACINILIZATION SIGNATURE.

1,14 COUNTERPARTS & FACINILIZATION FURBIES PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4,12 COUNTERPARTS & FACINILIZATION FURBIES FOR THE CLASS OR REPRESENTATIVE ACTION.

4,12 COUNTERPARTS & FACINILIZATION FURBIES FOR THE COUNTERPARTS WE ARE COUNTERPARTS OF THE CLASS OR REPRESENTATIVE ACTION.

4,12 COUNTERPARTS & FACINILIZATION FURBER OF THE COUNTERPARTS WE ARE COUNTERPARTS OF THE COUNTERPARTS WE ARE COUNTERPARTS OF THE COU

22 N 3 no Simes Philadelphia, Penasylvania 19106 Phose; 215-927-2636 Pex; 868-305-3562

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22 N 3<sup>100</sup> Street Philadelphia, Pennsylvania 19106 Phono: 215-922-2636 Fax: 888-305-7562

Seller/Metchent's Legal Name; HMC INCORPORATED OBA HMC INCORPORATED

Physical Address: 3190 OAKLAND MILLS RD #10, COLUMBIA, MD 23046

FED ID # (Merchant): 52-2005467

#### SECURITY AGREEMENT

Sterrity Interest. To seems SILLERIMERCHANTS'S performance obligations in PURCHASER under the "Factoring Agreement", SELLERIMERCHANT hereby grouts to PURCHASER a security interest in (a) all accounts, that of agree, documents, equipment, general intergoles, instantions, and inventory, at those terms are defined in Article 9 of the Uniform Commercial Code (the "UCG"), now us hereafter assured or acquired by ShillEUMERCHANT; and (b) all proceeds, as last term is defined in Article 9 of the UCC (a said a collectively, the "Collectual")

Cross-Colleteral, To secure MERCHANT's payment and performance abligations to PURCHASHR under this Security Agreement (the "Agreement"), MERCHANT basely grants PURCHASHR a security interest in \_\_\_\_(the "Additional Collateral") MERCHANT understands that PURCHASHR will have a recurity interest in the aforeselt Additional Collateral upon exception of this Agreement

SHILDRAMERCHANT acknowledge and agree that any security interest granted to PURCHANISE under any other agreement between SELER/MERCHANT and PURCHASER (the "Cross-Collateral") will secure the obligations hereunder and under the FACTOSUNG Agreement

SRLERAMERCHANT oppose to assente any documents or take any action in connection with this Agreement as PURCHASER deems necessary to perfect or instinate PURCHASER'S first priority security interest in the Collisional, the Additional Collateral and the Cross-Collateral, including the execution of ony account control agreements. SRLERIMERCHANT breedy putherly as PURCHASER to file only financing statement decreed necessary by PURCHASER to perfect or maintain trinchaser's security interest, which financing statement may count on infliction that SELLERIMERCHANT have grained a orgative piedge to PURCHASER with expect to the Collateral, who Additional Collateral and the Cross-Collateral, and that way sidespaned here many be manurally the manurally inflicting with PURCHASER and charge and collect all costs and evaporate here many be manurally the manurally and the properties and PURCHASER and collect all costs and expenses, including but not limited to attend by PURCHASER in protecting, preserving and enforcing PURCHASER'S security interest and rights

Negative Pledge, SELLERIMERCHANT agrees not to create, ment, assume, as permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral, the Additional Collateral or the Creat-Collateral, as applicable

Consent to Dater Premises and Assign Lease PURCHASER shall have the right to care SELLERAMERCHANT default in the payment of reat on the following terms. In the event SELLERAMERCHANT for nonpayment of read or for summary avieting, PURCHASER may exactle its rights and remedies under the Assignment of lease. SELLERAMERCHANT due represented PURCHASER may rate into an agreement with SELLERAMERCHANT landled giving PURCHASER the right; (a) to enter SELLERAMERCHANT. Sprentises and to take posteristics of the fouriest and equipment threin for the purpose of protecting and preserving same, and (b) to assign SELLERAMERCHANT. Sprentises and to take posterior threin for the purpose of protecting and preserving same, and (b) to assign SELLERAMERCHANT. Sprentises and the same sufficient spread to the same sufficient spr

Remedian Upon my fivou of Default, PURCHASER may pursue any soundy available at his finchaling those available makes the provisions of the UCC), or in equity to collect, andner, or astudy any abligations then owing, whether by acceleration in otherwise

SELLERMERCHANT BY: KARA DIPIETRO, OWNER kara Dipietro

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## DISCLOSURE FOR CONFESSION OF JUDGMENT

APPIANT:

OSTRUM ASIAN

OBLIGER:

Complete Business Solutions Group, Inc. ditin Par Punding

The undersigned have executed, and/or is executing, on even date herewith, one or more of the following instruments under which the Merchant is obligated to repay monies in Obligera

Factoring Agreement dated OCTOBER 3, 2018; and

A THE MERCHANT ACKNOWLEIGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WIRCH OBLIGER MAY ENTER JUDGMENT BY CONFESSION AGAINST THE MERCHANT BRING FULLY AWARE OF THE MERCHANT'S RIGHTS TO PRIOR NOTICE AND A BEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE MERCHANT BY OBLIGED THEREUNDER REFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY, AGREES AND CONSENTS TO OBLIGED'S ENTERING JUDGMENT AGAINST THE MERCHANT BY CORPESSION PURSUANT TO THE TERMS THEREOF.

D. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A REARING, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE SUBJECTION IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENT IS. DEANO FULLY AWARE OF THE MERCHANT'S RIGHTS AFTER JUDGMENT IS BYTESED (RICLUSING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT OR HIGGMENTS), THE UNDERSIGNED HIRBEY REGLY, RICHWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGGES TARRIED SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND RECERAL LAW WITHOUT PRIOR NOTICE TO THE MERCHANT

The Merchant hereby excitives that the linancial accommodations being provided by the Obligee are for a business purpose, and not for personal, family or household use.

The statements made in this Disclosure for Confession of Judyment are made subject to the penalties of 14 Pa.C.S.A. § 4904 relating to unswum fulsification to authorities

SELA ENGLEMENTANT By KARA DIFFERRO

bora Difiutro Egizing Management

Decublined by:

YOME 52-2005467

SELLEBANERCHANT Hy: KARA DIPLETRO

Decublemed by: bara Dipietro

(Signature)

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Merchant Julials Merchant Initial

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22 N 3<sup>Rh</sup> Street Philadolphia, Perasylvania 19106 Phone: 215-922-7636 Fax: 888-305-7567

#### GUARANTY

Personal Guarunty of Performance, The undessigned Commonarity hereby guarantees to PURCHASER, SELL-HUMBERCHANT'S performance of ell of the representations, and warrantees made by SELL-HUMBERCHANT in this Agreement and the Pacturing Agreement, as each agreement may be renewed, encoded or otherwise modified (the "Charantees" Chipations.") Guarantees which are due at the time of any breach by Merchant of any representation or warranty, as covernant made by Merchant in this Agreement and the Merchant Agreement

Generator Wrivers, in the event that SELLBRIMERCHANT violates its representations and warranties under the FACTORING AGREEMENT, PURCHASER may enforce its rights under this Agreement without first seeking in obtain payment from Merchant, any other guaranter, or my Collectual, Additional Collectual or Cross-Collectual PHRCHASER may hold pursuant to this Agreement or any other guaranty.

PURCHASER does not have to notify Guaranter of any of the following events and Guaranter with not be released from its obligations under this Agreement if it is not notified at (i) SELLERANEICHANT'S violation of the representations and warranties of the FACTORING AGREEMENT or my reserved, extension or other modification for the PACTORING AGREEMENT and addition, PURCHASER, which was not the following sections without releasing Guaranter from may of its obligations under this Agreement: (i) concu, extend or otherwise modify the FACTORING AGREEMENT'S other obligations to PURCHASER; (ii) referse selected concerns the obligations to PURCHASER, (iii) referse, impair, waive or otherwise execute upon any collateral securing the Guaranteed Obligations or any other guarantee of this Guaranteed Obligations in an answer that impairs or preduces the right of Guarantee is obtain reimbursement for payment under this Agreement, that all obligations are difficult under the FACTORING AGREEMENT and SELLERANERCHANT'S where obligations to PURCHASER, under the FACTORING AGREEMENT and this Agreement are material under the Purchase in the FACTORING AGREEMENT and this Agreement are material under the part of the purchase of the following rights that it may have egoing sell-likeAmeric for my amounts paid by it, or nets performed by it, under this Agreement, the substantial provided by SELLERAMERCHANT's or my other parameter, and the provided by SELLERAMERCHANT's or my other guarantee, the performed by it, or nets performed by it, under this Agreement, or my collateral provided by SELLERAMERCHANT's or my other guarantee, and performed by it, or nets performed by it, under this Agreement, or my collateral provided by SELLERAMERCHANT's or my other guarantee, and it is my have egoing sell-likeAmerchant or my other guarantee, the performance, (iv) admitted that are contained to the provided by SELLERAMERCHANT or my other guarantee, and the contained of the Guaranteed Obligations to cause that person have become subject to a necession of the

GUARANTOR ACKNOWLEDGEMENT, Guaranter acknowledges that: (1) He/She understands the seriousness of the provisions of this Agreement; (1) Me/She has easiefted with counsel of its chalce or has decided not to avail biqueliberself of that opportunity.

IDINT AND SEVERAL LIABILITY. The obligations hereunder of the persons or entities constituting Communior cooks that Agreement are foint and several.

SELLEUMERCHANT
By: KARA DIPIETRO

EINE 52.2005462

SELLEUMERCHANT
By: KARA DIPIETRO

SELLEUMERCHANT
By: KARA DIPIETRO

(Signalina)

SERIE (Secondaria)

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FURTH IN THE "MERCHANT AGRESHENT", INCLUDING THE "TERMS AND CONDITIONS", ARE REREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY.

CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND QUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

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22 N 3m3 Street Philadeiphia, Pennsylvania 19106 Phone: 215-922-2636

## AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Depusit (ACM Credit) and Direct Phymonia (ACM Deblix) is part of ford incorporated by sufercase into) the FACTORING ACIREMENT: You should keep this important legal document for your records.

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Seller/Merchant authorizes PURCHASER to dishurse the Cosh Advance Proceeds less the amount of any applicable fees upon approval by initiating on ACII credit to the checking account indicated below (or a substitute checking account Scileated services). later identifier and is acceptable to PURCHASEN) inercinalize referred to as the "Designated Checking Account" in the dicharsal amount set forth in the accompanying documents. This authorization is to remain in full force and effect until PURCHASTIR less received written notification from Selleritherehant of its termination in such time and its such manner as to afford PURCHASER and Merchant's depository bank a trasonable opportunity to not unit.

AUTOMATIC PAYMENT PLAN: Enrollment in PURCHASIR's Automotic Payment Plan is required for approval. By signing below, ScheriMeichant agrees to enroll in the Antomatic Payment Plan and authorizes PURCHASER to collect payments required under the terms of Softer/Merchant Agreement by initiating ACH debit entries to the Designated Checking Account in the amounts and on the dotes provided in the payment achedule act forth in the accompanying Selbetheteclast Agreement. Selbethetechant gustionizes PURCHASER to increase the minimum of any scheduled ACH debit entry or assess multiple ACH debits for the amount of any previously scheduled phymically) that was not paid as provided in the payment schedule and way suspaid fees. This authorization is to remain in this force and effect until PURCHASER has recoived written notification from Selled/Merchant's depository bank a reasonable apportunity to set on it. PURCHASIR may suspend or terminate Satier/Merchant's entellment in the Automatic Payment Plan immediately it Satier/Merchant fails to keep Soliterfuerchant's designated checking accumul in good standing or if there are insufficient funds in Merchant's checking account to process any payment.

If Seller/Merchant revokes the outbarization or PURCHASUR suspends or terminates Seller/Merchant's enrollment in the Automatic Paymant Plan, Seller/Merchant still will be responsible for making limity payments pursuant to the alternative payment methods described in the Setter/Merchant Agreement,

BUSINESS PLIRPOSE ACCOUNT; By signing below, Seller/Merchant afterts that the Designated Checking Account was established for business purposes and not primarily for personal, family or bousehold purposes.

ACCOUNT CHANGES: Notleander chant agrees in notify PURCHASER promptly if there are any changes to the account and routing numbers of the Designated Checking

MINCELLANEOUS: PURCHASTIR is not responsible for any fees charged by Seller/Merchant's bank as the result of credits or debits inhibited under this agreement. The unigidation of ACT PRINCESSAFTS Merchant's account most comply with the provisions of U.S. law.

Signature: Fara Vifitor	Date: 10/3/2018 11:38:09_AM_POT
Bank Name	as offermance among a contract
City; State:	La September 1 and
ON FILE Routing Number:	
Ascount Number:	
Business Name on Account: ON FILE	
Address on Account	and the same of the same same same same same same same sam
Selici/Merdant Phone II	Tax ID Number:
Email: Oscusiancido: Safra Vificiro Signature: Chiacenerica	abilitysis in association and association in the second of
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22 N 3<sup>to Street</sup> Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fux: 888-105-7562

## BANK ACCOUNT DISCLOSURE APPIDAVIT

For the purpose of chaining the Business Cath Advance evidence by the Merchant Agreement of this same date beteath (the "Business Cath Advance") from Complete ilusiness Sakullans Cenup, inc., the unitersigned SellectMerchant hereby makes the following stetement weller parally of law-

## PLEASE SIGN OPTION ONE OR TWO

# OPTION 1 - DISCLOSURE AND AUTHORIZATION FOR ADMITIONAL ACCOUNTS:

Selfer/Merchant Signature Outed

The Sether/Merchant hereby deciares that in addition to the designated for ACH debit, the Sether/Merchant also has the following additional account(s) which he nethorizes us to use in the event we are tumble to debit from the designated account:

Hank Name Nama on Account Account Number Routing Number Feel ID number associated with this account Name associated with this account Phone mimbes of person whose name is associated with this accurate Hank Naute Name on Account Account Number Routing Number Fed 1D number associated with this occount Name associated with this account Phone number of person whose trans is associated with this account Bank Name Name on Account Account Number Rooting Mumber Fed 1D number associated with this recount Name associated with this account Phone number of person whose name is associated with this account Book Name Химе он Ассони Account Humber Rosting Number Fed 10 number associated with this account Name associated with this account Phone minibee of person whose many is associated with this account "altuch additional pages if feet laly was Lars Diffure 10/3/2018 11:49:09 AM POT Diacd. SollcutMorelant Signature taux typano 10/3/2018 11:49:09 AM POT Selier/Merelmon Signature \_ Etterstations Duted CIPTION 2 - By signing below, the merchant swears, under penalty of law, that he has no accounts in any tending institution in addition to the one provided for ACH debit Scheilmeichant Signature Dottel

Merchant Initial

traje (12

Merchone biltinh

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22 N J<sup>RD</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fax: 888-J05-7562

# AUTHORIZATION TO RESUME ACH DEBITING FORM

NAME OF SBLLERMERCHAND	man of the first of the second
INFORMATION (To be filled out by the customer)	
l authorizo Company (as ahown above) to resume observativally debition to the company is paid in felt.	$\eta m_{ m K}$ bank occurit as detailed below, including a non-sufficient land Re if applicable, bail the de
Full Name on Account:	Marille collings of the transformation of the Collins of the Colli
Account #; Routing #:	100 to
Asymptolype (select engl): Checking [] Savings []	
Account Charles Luna Consumer Account 17 Has	siness Account. (J
Payment amount: Number of Pay	SHOOMS STORM
Oate of next payment: Frequency of a	asymethis:
Innderstand that I may concel this authorization by connecting the near my ACH notherizations does not relieve me of the responsibility of pay the Company tray take additional actions including togal actions to see	ponry at least five (5) business days prior to the payment the date. I further understand that cancell ying my account in full, and that if I cancel or revoke this authorization before the debt is paid in fu oure the debt
Customer signamo: Lara Dipictro	
Customer Printed Name:	y grand approximation of the contract of the c
Customes contact Telephone II:	AND THE PROPERTY OF THE PROPER
Customer signature:	DAIC COMMENCE OF STREET
Customer Printed Name:	hauselinggermen en deber het special (* 1911).
Customér contact Telephone II.	naturamuntusseen valantus 19-112.

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22 N 3<sup>41)</sup> Steed Philadelphis, Fennsylvania 19106 Phone: 215-922-2636 Fox: 688-305-7562

Chier	

Thank you for accepting this offer from Complete Business Solutions Group DAda Par Funding. We look forward to being your factoring partner for as long as you need

Daily ACH Program:

Complete Business Substitute Group will require viewing access to your bank account prior to funding as part of our underwriting process, us well as during the time you have a balance with our company

Please to assured that we enterfully susequard your confluential information and only essential top level personnel will have necess to it.

Please fill out the form below with the information necessary to access your account.

\*\*Ho are to indicate capital or lower case fellets

NAME OF HANK;

BANK VORTAL WEDSITE:

USBRINAME:

PASSWORD:

SECURITY QUESTION/ANSWER 1:

SECURITY QUESTION/ANSWER 2:

SECURITY QUESTION/ANSWER 3:

ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:

[b])

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22 N 3<sup>no</sup> Street Philadelphia, Pernsylvania 19106 Phone: 215-922-2636 Fax: 888-305-7562

#### APPENDIX A: THE PEE STRUCTURE

- 1 Origination Fee: \$10,000.00 to cover underwilling and teleted expenses
- 2 ACH Propion Poc \$500.00 The ACH program is labor intensive and is not an automated process, requiring us to charge his fee to cover related costs;
- NSF Fee \$75.00 (each) Up to FOUR TIMES ONLY before a default is declared;
- 4. Rejected ACH \$100.00 If a merchant directs the bank to reject our debit ACH;
- 1 Unnk Change Fee 150 00 If a merchant requires a change of account to be debited requiring us to adjust our system;
- 6 Blocked Account \$250.00 if a merchant blocks CBSG's ACH debit of the Account, bounces mute than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-rand processers to process its receipts;
- 7 Default Fee \$300.00 default fee If a merchant changes bank accounts or auditines to another ciedle card processor without CBSC's consent, or cumults another default pursuant to the Agreement;
- 8 3rd Party Intermediary Fee ~ 14,000 (ii) deposit toward consensation related expenses incurred by PURCHASER. If PURCHASER receives a communication from a list party debt related contacts PURCHASER or Merchant's hebalf-sceking in reducing communication (related to the obligations contained in this Agreement) to itself/themselves and away from Merchant. This fee shall be used to covers Furchment's reasonable expenses in relating coursel or other parties to handle this additional administration required by this releation of the literarediary by PURCHASER. Any parties of the fee that is not used by PURCHASER for this purpose shall be returned to Merchant at the conclusion of this Ecctoring Agreement or related legal action.
- 9 Collections Expense to the event of default, Seller / Merchant shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filing fees and any other fees which may be incurred.
- 10. Missellments Service Fees Meschant shall pay certain fees for services related to the origination and midatenance of accounts. Each Merchant shall receive their finalling electronically to their designated bank account and will be temped \$30.00 for a Fed Who. The current charps for the anademylifing, UGC, ACH Program and origination of each Merchant will be paid from the finded amount. Merchant will be estaged \$100.00 for every additional charge of their operating bink recents once they are active with CBSC. Additional copies of prior monthly statements will incur a fee of \$10.00 each.
- 11 Risk Assessment Fee \$10,000.00

12	<b>ucc</b>	Fcc -	510,000	00

Merchant Signature: Lara Diffulro

CBSGhmy 9/14.2018 Agreement

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22 N 3<sup>80</sup> Street Philodelphia, Punnsylvanin 19106 Phone: 215-922-2636 Fax: 886-305-7562

# MANDATORY JOINT AFFIDAVIT OF CONFESSION OF JUDGEMENT

INSTRUCTIONS:

SIGN AND NOTARIZE THIS SECTION OF THE AGREEMENT, SEND THE ORIGINAL COPY TO:

PAR FUNDING 22 N 3<sup>RD</sup> STREET PHILADELPHIA, PA 19106

C/O UNDERWRITING

nt toinals

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CHSQVA	(* 485,8 × 4 1 3 81375 4 8 87	6 t <sup>c</sup>				2 N 3 <sup>n/s</sup> Street Philip Phone: 215-932-261		Pansylvania 19106 Pax: 888-305-7562
NEW YORK	רואט א	Y FACTOR,	LLC		Index No.			
		-against-		Plaintiff,	AFFIDAVIT		IMEN	Т
HMC INCO HMC INCO KARA DIPI	RPOR.	ATED D/B/A ATED and	ng Sangkat to 20 Major — Proceedings of Park	Defendant(s	)			
STATE OF	<del>~~</del> 9.3224 <del>0.444</del>	)	55.;					
COUNTY OF	7							
KAR	V DIBI	ETRO, being	duly swe	orn, deposes	and says:			
	***	I am a pr	incipal,	owner, and	an officer of Hi	MC INCOR!	ORA:	TED D/B/A HMC
INCORPORA	ATED	("Merchant D	elendan	nt"), a CORF	ORATION located	at 7190 OAI	KLAN	D MILLS RD #10,
COLUMBIA	, MD :	21046, in the	County	of	, and as such,	l have the au	thority	to act on behalf of
Merchant De	fendan	<b>.</b> .						
	2.	1 reside at 1	836 LA	NDRAKER	D, TOWSON, MD 2	21204, in the	County	y of
3.	I, ind	ividually, and	on beha	of Merch	nt Defendant conser	n to the jurisc	liction	of this Court.
	4.	Merchant C	efendan	it hereby con	fesses Judgment and	authorizes en	itry of j	judgment in favor of
Plaintiff and	against	Defendants in	the Fed	toral District	Court for the	, Court o	f Com	mon Jurisdiction for
the County o	ſ	in I	he State	of	the sum of \$	1,771,346.81	less a	ny payments timely
made pursuar	nt to the	secured Mer	ohant A	greement dat	ed OCTOBER 3, 20	18, plus legal	fees to	Plaintiff calculated
af ten percent	. (10%)	of the total o	the afo	resald sums,	costs, expenses and	disbursement	ts and i	interest at the rate of
9% per annui	n from	the date of de	elault, o	r the highest	amount allowed by	ław, whichev	er is g	reater, Such amount
shall be set fo	orth in	an affidavit to	be exec	outed by Plai	ntiff or an affirmatio	n by Plaintiff	s atto	rney, which shall be
attached here	to at th	e time of entr	y of this	Affidavit of	Confession of Judgi	nent.	(10)	
Page   17					klurchowa Inilinis	Merchant Intitui	1 '	soon de V-

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22 N J<sup>Ell</sup> Street Philadalphia, Potoxylvania 19106 Phage: 215-922-2636 Fax: 888-305-7562

5. In addition, I hereby confess judgment, individually and personally, jointly and severely, and
authorize entry of judgment in favor of Plaintiff and against myself in the Federal District Court for the
Court of Common Jurisdiction for the County of in the State of
against me personally in the sum of \$1,771,346.81 less any payments timely made pursuant to the
Merchant Agreement dated OCTOBER 3, 2018, plus legal fees to Plaintiff calculated at ten percent (10%) of the
total of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 9% per annum from the
date of default, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit
to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of
entry of this Confession of Judgment.
6. This confession of judgment is for a debt due to Plaintiff arising from Defendants' failure to
pay to Plaintiff, Merchant Defendant's accounts-receivable, which were purchased by Plaintiff pursuant to the
secured Merchant Agreement dated OCTOBER 3, 2018, and for Defendants' breach of the secured Merchant
Agreement, plus agreed-upon interest, reasonable attorneys' fees, costs and disbursements, as agreed-upon by
Merchant Defendant and myself, under the secured Merchant Agreement, dated OCTOBER 3, 2018, of which
supporting documents include a Personal Guarantee and a UCC-1 financing statement(s).
7. Merchant Defendant and I hereby agree that the execution and delivery of this Affidavit of
Confession of Judgment and any entry of judgment thereon shall be without prejudice to any and all rights of
Plaintiff, who reserves all of its rights and remedies against Defendants.
8. If for any reason entry of judgment in the above specified amount or execution on the same is outside
the jurisdiction of this Court, Merchant Defendant and I hereby consent to the personal jurisdiction, entry of
judgment, and execution thereon in any State or Federal Court of the United States of America.
9. I have been authorized by Merchant Defendant to sign this Affidavit of Confession of
Judgment on this day of 2018.
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22 N 3<sup>86</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-7636 Fax: 888-305-7562

	By: KARA DIPIETRO, individually, and on behalf of HMC INCORPORATED D/B/A HMC INCORPORATED
Sworn to before me this day of, 2018.	
Notary Public	

Merchant initials Merchant initials

Page | 19

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10.

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22 N 1<sup>KD</sup> Street Philadelphia, Pennsylvania 19106 Fax: 888-305-7562 Phone; 215-922-2636

OCTOBER 3, 2018

Attn: Court Orders & Levies Dept.

Re:	HMC INCORPORATED, a Supreme Court of the State o Information Subposing an	f New York, Richmond	County Index No RELEASE
Creditor, and Defendants/li	KARA") Algment Debtors (collectively, " N.A. and/or related e	and HMC INCORPOR the Parties"), hereby au ntities (collectively, " from the funds entrentl	ding ("Funder"), Pinintiff/Judgment ATED ("HMC INCORPORATED"), thorize ,N.A.") to release (y held in reserve per the Information
Vin check	<b>t</b>	Via	wire to:
losses and ex and/or the IS/ remainder an principals, ag	penses, including but not limited RM. Upon tender of the Relense d/or account(s) being held on ents, heirs and assigns.	ors, agents and employed to attorneys! fees, arisi Amount, Funder consci	thold harmicss ses from and against claims, damages, ing out of or resulting from this release its to the immediate RELEASE of the RPORATED, KARA, and/or its/their
io. AGREED AT	ND ACCEPTED:		
Owner/Manage	(Name) cr/Agent (Title) nd on behalf of //MC		By:
State of			0.5
County of	J. Side.		( ED)
ng.c.   20		Morchant Instals	Merchan bullats

CBSCOLAR WAY TO THE	22 N 3 <sup>40</sup> Street Philadelphia, Penusylva Phone: 215-922-2636 Fex: 888	nin 1910G 1-305-7562
On the day of in the year appeared KARA DIPISTRD, personally broased to me or provesubscribed to the svilling instrument and acknowledged to me that instrument, the bullvidual, or the person upon behalf of which the	or 2018, before me, the undersigned Notary Public in and for said stat d to me on like basis of satisfactory evidence to he the individual col t shoche executed the same in herchis capacity, and that by herchis sign e individual acted, executed the instrument.	e, personal hose name nature on ti
NOTARY PUBLIC		

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Filed ond Attented by the Office of Judicial Records 14 to 2 2017 (1) if am STELCRIMI

# EXHIBIT "F"



22 N 3<sup>NS</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fax: 888-305-7362

# ACKNOWLEDGEMENT

# I, KARA DIPIETRO, hereby acknowledge:

- > There has been no promise of additional capital in 30 days from funding by CBSG or any ISO (broker).
  - Our policy is that merchants can seek additional capital from us when they have paid 55% of the Receipts Purchased Amount.
- > That CBSG does not permit autslife fees and that no one has discussed additional fees with me. The fee amount for this agreement is \$10,000.00, which will be held back from the funding amount.
- > There has not been and will not any contact from Third Party debt companies regarding this Factoring Agreement dated AUGUST 7, 2018.

I, the undersigned, acknowledge that I am to agreement with these items, which are also described in detail within the pages of this document.

Lara Vificiro 8/7/2018 1:34:04 PM PDT
Signature Date

Merchant latinis

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22 N I<sup>nii</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 PAX: 886-305-7562

## FACTORING AGREEMENT

Dated the 7th day of AUGUST, 2618 by and between Complete Business Solutions Group, Inc. 4"CHSG" annior "PORCHASEU") and the "SELLERIMERCHANT" listed below (as "Selled Merchant" as "the Merchant").

Itualians Legal Name: HMC INCORPOLATED

DIDIA; HMCINCORPORATED

Type of ently (eleck one) [[ Corporation | [ LLC | ] Limited Partnership [] Limited Liability Partnership | [ Sale Proprietor

Physical Address: 7190 CIARLAND MILLS RD #10, COLUMBIA, MD 21046 Mailing Address: 1190 OAKLAND MILLS RD #10, COLUMBIA, MD 21046

Feu 1108: 52-2005467

PORCHASE AND SALE OF PUTTIRE RECEIPTS WITH SELLER RECOURSE

Schee/Merchant hereby sells, assigns and transfers to CHSG (making CRSG the absolute owner) in consideration of the funds provided ("Parthase Veice") specified below, all of Seller/Merehant's fidure receipts, accounts, contract rights and other obligations arising from or relating to the payment of manies from Sellen/Merchan's customers' and/or other third puny payors (collectively the "Receipts" defined as all payments made by eash, clack, orally or deble cord, electronic leausfer or other form of encyclary payment in the ordinary course of the merchan's business) and such time as the Reseigns Pursbused Adming (REAL) has been delivered by Seller/Merchant to CHSG.

## THIS IS A FACTORING AGREEMENT WITH RECOURSE.

The Purchased Amount shall be paid to CUNG by SellerAdercham's incremably authorizing polytopy depositing account acceptable to CANG (the "Assump") to remit the Only Specified America from the Sellenteteckent's receipts until such time as CUSO receives payment in full of the Receipts Parchased America. In consideration of servicing the account, the Seltert Merekant horedy nuthorizes CBSO to ACH debit the "Specified Doily Amount" from the merekant's back account, as an approximation of the base payment due under the Specified Percentage. It is the Sufferinterchant's responsibility to provide bank statements for any need all bank accounts by the Merchant to reconselle the doily payments made against the Daily Specified Amount. Pathere to provide all of their tests statements in a timely mainer or missing a counth shall furfest all rights to fulure reconnections. CHSG may, upon Settermerehous's request, adjust this amount of any payment due under this Agreement at CHSG's sole describing and as it decays appropriate in servicing this Agreement. Seller/Merchant warrants that it will ensure that funds adequate to cover the amount to be debited by CHSG remains in the account. Seller/Merchant will be held responsible for any fees incurred by CHSG resulting from a rejected ACH attempt or an event of default. (See Appendix A). CBSG is not responsible for any overdrafts or rejected transactions in the Sellet/Merchanix account which may result from CBSC's scheduled ACH debit modes the terms of this successors. Notwillist anding anything to the contrary in this Agreement or any other agreement between CBSO and Seiler/Merchant, upon the violation of my provision contained in Sections 1 and H of the FACTORING AGREEMENT, shall be deemed a breach of the representations and warranties contained herein. A list of all fees applicable under this FACTORING AGREEMENT is contained in Appendix A.

Purchase Price: \$300,400,000 Socialed Percentage: 10% Dolly Specifical Annuage \$3,307.09 for 127 days. Receipts Purchased Amenia; \$410,000.00 (Doil #17.17 tovoless) 2646-05-06-07

\*H Recelpts Purchased Are Not Met Willia 33.44 installments Herelpts Purchased Amount: \$330,000,000

ALM Receipts Purchased Acts Not Met Wilhin 45, 46 Pastallments Receipts Purchased Amounts S160,000 di Hi Receipts Purchased Acts Not Met Wilhin 67, 100 Installments Receipt Purchased Amounts \$390,000 di

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH ON PAGES 2 THROUGH 12 HEREOF ARE DERBY INCORPORATED HEREIN AND MADE A PART OF THIS FACTORING AGREEMENT.

FOR THE SULLER/MERCHANT BY KARA DIPIETRO, OWNER Name and Title

FOR THE SELLERAMISICHANT By: KARA IMPIETIO, OWNER

Name and Title

kara Vifictro - Grazicea testisor (Seller/Assessma Nignature)

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

Company Officer

To the extent set forth becaus, each of the parties is ubliquied upon his/her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set fouth below. Each individual executing this Agreement tepresents that he or she is multivitied to sign this Agreement for Merchant, legally binding said Merchant to from the terms of this obligation and that the information provided herein and in all of CUSG documents, forms and receives interviews is true, accusate and complete in all respects. If any such information is felse or mistending, Merchons shall be deemed in noterial breach of all approments and the opposite factories and variouties contained berein hereign Merchant and CBSG and CBSG shall be untiled to all remedies available under law. Mendium and tack of the observanced Officeral Owners analysized CBSG, its agents and representatives and any credit-reporting agency engaged by CBSG, to (i) investigate any references given or any other statements or data obtained from or about Merchant or may of its Osoners for the purpose of this Agreement, and (ii) pull circlit report at any time noise of for so long as Microfinist and/Owner(s) continue to have any obligation rived to CBSO

ANY MISREPRESENTATION MADE BY SELLEBAMERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL MISREPRESENTATION

FACTORING AGREEMENT TERMS AND CONDITIONS

(4) Merchant Intitals

Page 12

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22 M 3 M Steen Philadelphia, Pennsylvania 19166 Plane: 215-922-7636 Fax: 888-305-2562

#### FACTORING AGREEMENT

Dated the 7th day of AUGUST, 2018 by and between Complete Business Solutions Group, Inc. ("CBSG" anti/or "PURCHASTER") and the "SBLLERIMERCHANT" listed below (as "Sellerimerchant" or "the dierebaat").

Dusloers Legal Name: HMC INCORPORATED

DAMA: HAIC INCOMPORATED

Type of early (check and) [] Corporation | [LLC | ] Limited Partnership | Limited Liability Parinership | | Sair Proprietor

Physical Address: 7198 OAKLAND MILLS RD #10, COLUMBIA, MD 21046

Malling Address, 7198 OAKLAND MILLS RD 810, COLUMBIA, AID 21046

Fed 10//: 51-2005467

# PURCHASE AND SALE OF PUTURE RECEIPTS WITH SELLER RECOURSE

SchenMerchant bereby sells, assigns and transfers to CRSC (malding CBSC the absolute numer) in consideration of the tunds provided ("Purchase Price") specified below, all of Seller/Merchani's future receipts, accounts, contract rights and other obligations arising from at relating to the payment of monies from Seller/Merchani's customers' under other third party payers (collectively the "Accelets" defined as all payments made by cash, check, credit or debit and, electronic itensfor or other form of monetary payment in the ordinary course of the merchant's bosiness) until such time as the "Recupits Procincard Automatific has been delivered by Soller/Merchant to CIISG

## THIS IS A FACTORING AGREEMENT WITH RECOURSE.

The Purchased Amount shall be paid to CBSG by Seller/Merchant's irrevocably multiviring and one depositing account acceptable to CBSG (the "Ascensus") to confi the Daily Specified Amount from the Sellerifideschant's receipts until such time as CHSG receives payment in hill of the Heceipts Parchased Amount. In consideration of servicing like account, the Sollor Merchant hereby nuthurizes CHSO to ACH debit the "Specified Daily Amount" from the merchant's bank secount, as an approximation of the base payment due under the Specified Percentage. It is the Selter/Aferchan's responsibility to provide bank statements for any and all bank recounts by the Merchant to reconcile the daily payments made against the Daily Specified Amount. Failure to provide all of their bank statements in a timely reconcer or missing a mouth shall furtak oll rights to thince reconciliations. CHSG may, upon Seller/Merchant's request, edjust the amount of any payment due under this Aprennent at CHSG's subdiscretion and as it duents appropriate in xervising this Agreement. Soller/Merchant warmed that it will curre that funds adequate to cover the annual to be delated by CUSO remains in the account. Scheel Merchant will be held responsible for any fees incurred by CBSG resulting from a rejected ACH attempt of actual (See Appendix A). CBSG is not responsible for any overdrolls or rejected transactions in the Seller/Merchants account which may result from CBSG's scheduled ACH debit under the terms of this agreement, Notwithstanding noything to the controly in this Agreement or any other agreement between CHSG and Salter/Merchant, upon the violation of my provision custained in Sections I and II of the FACTORING AGRIEMENT, shall be deemed a breach of the representations and warrantee contained herein. A list of all fees applicable under this PACTORING AGREEMENT is contained in Appendix A

Purchase Price: \$100,000.00 Specified Percentege: 16% Hally Sussified Amounts \$1,107.00 for 127 days Receipts Purchased Amounts. \$170,000.00 40(at #38 / Invoices: 3000-04-05-06

- lf Receion Poredoned Are Not Met Wildin 13-44 Installments Receion Poredoned Amounts \$340,000,000 - ll Receiots Parcioned Are Not Met Wildin 45-65 Installments Receiots Parchased Amounts \$360,000,00

\*If Receipts Purchased Are Not Slet Within 62 -100 Installments Receipts Purchased Amount: \$398,000.00

THE TERMS, DEPINITIONS, CONDITIONS AND IMPORMATION SET FORTH ON PAGES 2 THROUGH 12 DEREOF ARE HERBY INCORPORATED HEREIN AND MADE A PART OF THIS FACTORING AGREEMENT

FOR THE SULLER/MERCHANT By: KARA OPHETRO, OWNER Name and Title

FOR THE SELLER/MERCHANT BY: KARA OPPETRO, OWNER Name and Tide.

kara Difictro -Nesi(Blacad by: bara Dipidro

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

Company Officer

To the extent set forth leavin, each of the porties is obligated upon his her or its exception of the Agreement to all tenor of the Agreement, including the Additional Turns set forth tialow. Each individual excenting this Agreement represents that he or she is sufficienced to sign this Agreement for Merchant, tegally binding said Merchant to honor the terms of this obligation and that the information provided burein and at all of CUSG documents, forms and remained interviews is true, accuse and complete in all respects. If any such information is false or misteraling, bleechart shall be decided in material theach of all agreements and the representations and stationalities contained horoin helisecte Merchant and CBSG and CBSG shall be entitled to all remedies available made lone. Merchant and each of the above-superation Officers Ormers nutrolizes CRSG, its agents and representatives and may credit-reporting agency engaged by CBSG, to (i) investigate any references given or any other statements of data obtained from an elevant Merchant ar any of its Owners for the purpose of this Agreement, and (ii) past exciti report of any time now or for so long as Merchant and/Owner(s) continue to have any obligation award to CBSG

ANY MISREPRESENTATION MADE BY SELLEBIALERCHANT OR OWNER IN CONNECTION WITH THIS AGREEMENT MAY CONSTITUTE A SEPARATE CAUSE OF ACTION FOR FRAUM OR INTENTIONAL MISBEPRESENTATION PACTORING AGREEMENT TERMS AND CONDITIONS

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22 N J<sup>ap</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fox: 988-305-7562

## FACTORING AGREEMENT

Duted the TTH day of AUGUST, 2018 by and between Complete Husburs Solutions Group, I de. ("CBSG" and/or "PURCHASER") and the "SELLERIMERCHANT" fisted below (is "Seller/Merchant" or "the Merchant").

Business Legal Name: HMC INCORPORATED

DIMA: HMC INCORPORATED

Type of early (check one) | | Corporation | | LLC | | Limited Parinership () Limited Limitity Limitity Parinership | | Sole Proprietor

Physical Address: 7190 OAKLAND MILLS NO 810, COLUMBIA, MD 21046

Mothing Addresss, 7190 OAKLAND MILLS RD 1010, COLUMBIA, MD 21046

Red 109; 52-2005467

## PURCHASE AND SALE OF FUTURE RECEIPTS WITH SELLER RECOURSE

Nelkes/Merchauf hereby sells, ussigns and transfers to CBSG (muking CBSG the absolute owner) in consideration of the funds provided ("Purchang Pelex") aperified below, all of Saller/Merchant's figure receipts, accounts, contract rights and other obligations arising from or relating to the payment of immies from Seller/Metebont's customets' and/or other third party payers (collectively the "Receipts" defined as all payments made by eash, check, credit or orbit cord, electronic transfer or other form of monetary payment in the ordinary course of the merchant's business) until such time as the "Recgins Puntused Amount (RPA)" has been delivered by Sellet/Merchant to CBSG.

#### THIS IS A FACTORING AGREEMENT WITH RECOURSE.

The Purchased Amount shall be paid to CBSG by SetterAterchant's increasibly authorizing only one depositing occount acceptable to CBSG (the "Account") to remit the Only Specified Amount from the Seller Merchant's receipts until such time as CBSO receives payment in full of the Receipts Purchased Amount. In consideration of servicing the account, the Seller/Metchant lesely authorizes CUSG to ACH debit the "Specified Daily Annual" from the merchant's bonk account, as an approximation of the base payment due under the Specified Percentage, It is the Sollor Merebent's responsibility to provide bank statements for any and all hank accounts by the Merebaat to reconcile the stally payments made against the Daily Specified Amount, Ifature to provide all of their bank statements in a timely meaner or missing a month shall for feit all rights to future reconciliations. CBSG may, upon Seller/Merchant's request, adjust the amount of any payment due under this Agreement at CBSG's sole discretion and as it deems appropriate in servicing this Agreement. Seller/Merchant warrants that it will ensure that funds adequate to cover the amount to be delifted by CHNG remains in the account. Sellerisdereliant will be held responsible for any free incurred by CBSG resulting from a rejected ACH attempt or an event of default. (See Appendix A). CBSG is not responsible for any overstands or rejected transactions in the Selfer/Merchants secount which may result from CBSG's scheduled ACH debit under the terms of this agreement. Notwithstanding anything to the contrary in this Agreement or any other agreement between CHSC and Selber Merchant, upon the violation of any provision contained in Sections Land It of the FACTORING AGREEMENT, shall be decented a breach of the representations and warmnies contained herein. A list of all lees applicable under this FACTORING ACIRCIEMENT is contained in Appendix A

Purchast Peter: \$350,000.00 Societies Percentage: 10% Unity Specifies Assumed: \$3,307.00 for 127 days Receipts Purchased Assument \$420,000.00

\*Deal #39.2 Invalves: 2806-10-11 Figure 1971 December 1 Are Not Met Within 22.44 Installments Receipts Purchased Amounts 5340,600,000
21 Accepts Purchased Are Not Met Within 45.66 Installments Receipts Purchased Amounts 5340,600,000
21 Accepts Purchased Are Not Met Within 62.400 Installments Receipts Purchased Amounts 5340,600,000
21 Receipts Purchased Are Not Met Within 62.400 Installments Receipts Purchased Amounts 5300,000,000

the terms, definitions, conditions and information set forth on pages 1 through 11 hereof are herry INCOMPORATED HEREIN AND MADE A PART OF THIS FACTORING AGREEMENT.

FOR THE SELLER/MERCHANY By: KARA DIPIETRO, OWNER Name and Tide	Sara Mirwo  Ergrano-minent  (Sette-Assertant Sepandure)	
FOR THE SELLEWMERCHANT By: KARA DIPIETRO, OWNER Name and Tilk	x. Lara Differo (Sellenderchan Siganone)	(eeees
COMPLETE HUSINESS SOLUTIONS G	ROUP, INC.	

Company Officer In the exignt set foult herein, each of the parties is untigated upon this her or its execution of the Agreement to all come of the Agreement, including the Additional Terms set forth below. Each individual executing this Agreement represents that he or she is authorized to ugu this Agreement for Merchant, legally binding said Merchant to listing the terms of this obligation and that the information provided herein and in all of CRSG discussions, forms and recorded interviews is true, accorded and complete in all cospects. If any such information is false or mistending, obserchant strall be decoved in treaterial breach of all agreements and the representations and warranties contained herein between nierechant and CDSG and CDSG shall be entitled to all remedies uvuitable under law. Merebant and each of the above-signed Officers Owners within ites CHSG, its agent, and representatives and any undit-reporting agency engaged by CHSG, to (i) investigate any references given or any other statements or data obtained from or about Aterchant or any of its Owners for the purpose of this Agreenent, and (ii) pull credit report at any time now or for so long as Merchant and/Owner(s) continue to have any obligation owed to CitSG.

V MISHEPRES	ENTATION MADE BY SELLEBANERCHANT OR OWNER IN CONSECTION	N WITH THIS ACHEEMENT MA	y CONSTITUTE A
	SEPARATE CAUSE OF ACTION FOR FRAUD OR INTENTIONAL	MISREPRESENTATI <u>ON</u>	
FACTO	ring agréement terms and conditions	[ ĿĎ	
14		Merchant hunds	
			Case ID: 190501349

Page 14

1.7 Indemntification, Merchant jointly and severally violation by Merchant of Section 1 12 or the occurrence indeanify and haid harmless, Processar, its officers, of one Event of Default under Section 4 hereof, from Merchant, under this Agreement, including viduous claims, liabilities and expenses (including reasonable limitation (f) to obtain and adjust instance; (ii) be

attensey's fees)

1. GENERAL TERMS OF AGREEMENT (MUTUAL REPRESENTATIONS AND WARRANTIES)
1.1 Electronic Fund Transfer. Upon request from

1.1 Electronic Fund Transfer. Upon request from PURCHASER ("Inscinate CBSG or Purchaser") Sellect/Mercham ("Inscinate the Activate") shall exceed such from a regerements acceptable to PURCHASER, with Hank occeptable to PURCHASER, to abbain electronic find transfer services. Mercham shall provide PURCHASER, and/for its malturized agent with all the information, authorization and passwords accessary for verifying Merchant's receivable, receipas and deposits into the account Merchant shall authorize PURCHASER outfor it's agent to deduct the manufactured begin from settlement annums which would otherwise be due to Merchant from electronic check transactions and to pay such strounds to PURCHASER to withdraw the SPICCHASER permitting PURCHASER to withdraw the SPICCHASER by DEMILY AMOUNT by ACH debiting of the account. The authorization shall be irrevocable without the written eastern of PURCHASER.

1.2 Deposit Agreement, Seller/Merchant shall cavente in agreement (the "Deposit Agreement") acceptable to PURCHASER, with a Bank acceptable to PURCHASER, in obtain electronic fund transfer services. Merchant shall provide PURCHASER and/or is authorized agent with oil of the information and possworth necessary for verifying Merchant's receivables, receipts and deposits into the account. Merchant shall undoubte PURCHASER and/or it's agent to deduct the innoists oved to PURCHASER for the Receipts as specified herein from settlement bromonts which would atherwise be due to Merchant from electronic check transactions and to pay such amounts to PURCHASER by permitting PURCHASER in without with engineering premitting by ACH debiting of the necount. The authorization shall be measureable without the written coanters of PURCHASER.

1.3 Term of Agreement. This Agreement shall have a team as set forth allowe. Opini the expiration of the team, this Agreement shall automatically renew for successive similar terms, provided, however, that during alter successive similar termination of this Agreement shall not affect beamingtions to PURCHASER the termination of this Agreement shall not affect builting to the state of termination 1.4 Future Purchases, PURCHASER reserves the right in assential the offset to anake only purchase payments hereinater, in its suite discretion.

1.5 Finnish Condilion, Merchant authorize PURCHASER and its agents to investigate their financial responsibility and listary, and will provide to PCRCHASER any basis or fluorist statements, but returns, etc., as PURCHASER derms necessary prior to as at any time after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for retense of fluorist information, PURCHASER is sufficiently in the such information and fluoristic profits from time to the such information and fluoristic profits from time to the such information and fluoristic profits from time to the such information and fluoristic profits from time to

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incurred by Processor resulting from (a) claims asserted by PUNCHASER for monies owed to PURCHASER from Merchant and (b) actions luken by Processor in reliance upon information or instructions provided by PURCHASER.

L3 No Liebility, in no event will CBSC be liable for say claims asserted by Merchant tooler any legal theory for feet profite, hast revenues, lost business apportunities, exemplary, punitive, special, incidental, indirect or conveniential dumages, each of which is waived by therehort.

this Agreement are agreed to for the benefit of Merchant, PURCHASOR and Processor, and notwithstanding the feet that Processor is not a party of this Agreement, Processor may rely upon their terms and anise their as defents in any artism.

And that them as oversite may acoust the Purchase Price under his Agreement is in exchange for the Purchased Amount and that such Purchase Price is not intended to be, nor shall it be construed as a loan from PURCHASER to Merchant, Merchant agrees that the Purchase Price is not exchange for feature Receipts the Purchase Price is not exchange for feature Receipts as a construct of such Receipts PlikChASER by Furchased and shall own all the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments mode to PURCHASER with respect to the full mount of the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments mode to PURCHASER with respect to the full mount of the Receipts shall be conditioned upon Merchana's sale of products and services and the payment therefore by Metchant's customers in homomer provided in Section 1.1. In NO EVENT SHALL, THE AGGREGATE OF THE AMOUNTS RECEIVED BE DIEMED AS INTEREST HEREUNDER in the event that a court determines that PURCHASER has changed at receiver interest increment, and that should be reduced to the amazinum rule infanction by applicable rate, the anti-in effect beremoker shall automatically be reduced to the amazinum rule increment, and that shall promptly refund to Merchana any interest texered by PURCHASER is shall promptly refund to Merchana any interest countrated in textice, directly or indirectly of improvement what never in the pay of Educated to the maximum lavelum and the purchant under applicable have and PURCHASER, shall promptly refund to Merchana any interest countrate in the pay and that PURCHASER and receives a countrate in the pay and that PURCHASER and receives a countrate in the pay and that PURCHASER and receives in my immount what never and the safe of the maximum lavelum and what never and the safe of the Merchana any interest countrate in the pay of the Merchana and maximum lavelum and the pay of the maximum lavelum and the pay of the maximum lavelum and t

APPLIES (I) THE WITTEN AND REMARKS AND FLOW MERCHARD ASSESSMENT of MERCHARD CASH Flow Merchant bereby authorizes PURCHARDER to initiate one or more ACH debits at the specified "Dorly Retrieval Rate" from the Account as an upproximation of the base payment due under the Specified Percentage. It is the Merchant's responsibility to provide financial information (e.g. bask statements, credit card protesting statements, general ledger) payments mode ognised the Specified Percentage, permitting PURCHASER to debit or credit the difference to Merchant on a monthly basks of but the Daily Retrieval Rate equals the Specified Percentage. 1,12. Prover of Attorney Merchant inevocably appoints PURCHASER from Protessor, or in the case of a CHRCHASER from Protessor, or in the case of a CHRCHASER from Protessor, or in the case of

violation by Merchant of Section 1 12 or the occurrence of on Event of Default under Section 4 hereof, from Merchant, under Buis Agreenent, including violatin limitation (i) to obtain and adjust insurance; (ii) to collect monies the or to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect monies the or to become due under or in respect occurrents or chaltel paper in convention with clause (i) or clause (ii) above; (iv) to sign Merchana's name on any invoice, bill of Inding, or ussignment directing ensurances or account debtors to make payment directing to PURCHASER; and (v) to file any claims or take any action or institute any proceeding which PURCHASER and feel of the collection of my of the unpoid Purchased Amount from the Collateral, or otherwises to enforce its rights with respect to payment of the Purchased Amount from the Collateral, or otherwises to enforce its rights with respect to payment of the Purchased Amount from the Collateral.

22 N 383 Street Philadelphia, Penasylvania 19106

Phone: 215-922-2636

of the Parchased Antount.

1.13 Protections: Against Default. Merchant represents, and warrants that it will not violate Conditions (a) through (c) below and in the event of default thereunder the full wing Protections 1 through 8 may be invoked by PHRCHASER, immediately and without notice to Merchant in the event. (a) Merchant takes any activate to discourage the une of electronic check processing that one settled drough Processor, or pennits any event to occur that could have an adverse effect out the use, acceptance, or authorization of checks for the purchase of Merchant's services and products metaloling but not limited to differ deposit of any checks and a limit a training into the PURCHASER Chemics check processor; (b) Merchant changes its armagements with Processor in any way that is adverse to PURCHASER, (c) Merchant changes the electronic check processor through which the Receipts are settled from Processor to another electronic check processor to another electronic check processor, (d) Merchant changes the observation of this business (other than adverse weather, natural disasters or acts of Geal transactions to another processor; (d) Merchant interrupts the operation of this business (other than adverse weather, natural disasters or acts of Geal transaction of all of Merchant's check transaction of all of Merchant's check any action, fails to the any action, or all of Merchant takes any action, fails to take any action, and the other any mentioner of the other and in the continues of the other and the other any mentions are the other and in the continues. These protections are in addition to ony other remedies avoilable to PURCHASER at Ino. equity or otherwise presume to this Agreement.

In quity or otherwise pursuant to this Apecanent function 1. The full tacollected Purchase Amount plus all fres due under this Agecurent and the attacked Security Agreement become due and payable in full immediately.

immediately.
Protection 2. Upon breach of ANY MATERIAL
PROVISION OR BRUSACH OF REPRESENT
ATIONS AND WARRANTIES in this Agreement,
PURCHASHR may enter that confession of judgment
judgment with the Clerk of the Court and execute
thereon.

Protection J. Aurehance may enforce its security interest in the Collisteral identified in Article III hereof

Policetion 4. The entire Unpaid Perchase Amount shall become inneediately refundable to PURCHASER Rom Mechanic

<u>Protestion 5</u>. Parellasur may purered in protect and enforce its rights und conjecties by Javosan, in any sexth horsait, in which Purifyier shall recover jungueen against Merchant, therefolds shall be builde for the full

Merchant hithits

Page | S

reasonable ulturicys' fees and court costs.

Protection & Merchant shall, upon execution of this Agreement, deliver to PURCHASER on excented assignment of lease of Merchant's premises in favor of CHSG. Upon brench of any provision in this paragraph 1.13, PURCHASHR may exercise its rights under such assignment of lesse
Proveston. 7. PURCHASHR may debit Merchant's

depository accounts wherever situated by means of ACH debit or facesimile signature on a computergenerated check drawn on Merchant's hank account. Postession & In the event Merchant changes or printits the change of the Processor approved by CBSG, or adds an additional Processor, in violetion of Section 2.11 above, CBSO thall have the right, without twiving any of its rights and remedies and without notice to Merchan, to notify the new or additional Processor of the sale of the Receipts hereunder and to threat each new or additional Processor to make payment directly to CHSG of all or any portion of the amount received

v such Processor.

1.14 Projection of Information. Merchant and each List Projection of Information, Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner, in respect of himself or herself personally, unthorizes PURCHASER to disclose information concerning Merchant's and each Owner's credit standing (including credit bureau teports that PURCHASER obtains) and business conduct only to agents, affiliates, substitutions, and credit reporting luvenus. Merchant and each Owner hereby waives to the near-remains actual conduction. the maximum extra permitted by law any claim for damages against PURCHASER or any of its affillates damages again PORCHASER or they in number relating to any (1) investigation undertaken by ut on behalf of PURCHASER as penaltied by this Agreement or (ii) disclosure of inflammation as permitted by this Agreement.

1.15 Confluentially Merchant understands and agrees that the terms and conditions of the products and

ingrees that the terms had conditions of the products and services offered by PURCHASER, including this Agreement and any other PURCHASER decumentations (collectively, "Confidential information") are proprietary and confidential information of PURCHASER Accordingly, unless disclosure is required by law or count unler, Merchant shall and disclosure Confidential information of PURCHASER to any person other than on effective, accountent, fluorists advisor or employer of Merchant who needs to know such information for the purpose of edvicing Merchant ("Advisor"), purvided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be

he and by the terms of this Section 1.13. agrees that PURCHASER may be using "doing business as" or "dhila" names in connection with oxious mutters relating to the transaction between PURCHASER and Merchant, including the filing of UCC-1 financing statements and other notices or Dlings.

MERCHANT REPRESENTATIONS. WARRANTES AND COVENANTS Merchant represents, worships and coverants that as of this date and during the term of this Appearance.

2.1 Physicist Condition and Planutal Information. 2.1 Flushelst Candilina and Flashelst Information, clear of any and all findulties, their, cleans, changes, Bank and financial statements, and finite estatements restrictions, conditions, options, right, mortgages, facultied to PURCHASER, fairly represent the sometime condition of Merchant as and dates of any kind or more whatsoever or any other rights or Merchant as a continuing, affirmative obligation to interests that may be incornasted with the transactions of the property of the interests of PURCHASER of my analyzed and adverse contemplated with, or adverse in the interests of PURCHASER.

2.12 Hunterest Purpose, Merchant is a valid business in any time during the performance of this Agreement and good shanding under the laws of the jurisdictions in

within 5 business days. Merchant's Initiate to do so is a material breach of this Approximat

material breach of this Agreement 2.3. Governmental Approvals. Metchant is in compliance and shall comply with all laws and but valld permits, sutherizations and ticenser to own, operate and teach its properties and to conduct the

business in which it is presently engaged.

2.3 Authorization. Marchant, and the person(s) signing this Agreemen on behalf of Merchant, have full prover and authority to incur and perform the obligations under this Agreement, all of which have been doly authorized.

7.4 Insurance Merchem will maintain biteinessinterruption insurance maining CHSG as loss payee and additional insured in amounts and against risks as are antisfactory to PURCHASER and about provide PURCHASER proof of each incorner upon respect.

2.5. Piercende Check Protessing Agreement, Merchant will not change its processor, add terminals, change its financial institution or bank account(s) or take any other action that could have any adverse offset upon Mereliant's abligations under this Agreement, without PURCHASER'S prior written annaent. Any such change shall be a material breath of this Agreement

Agicuman 2.6 Change of Name or Loration. Merchant will not conduct Meichant's businesses under any name other than as disclosed to the Processo; and PURCHASER or clange any of its piaces of butiness.
2,7 Daily Hatch Out, Merchant will batch out receipts

with the Processor on a daily hasis.
2.8 Estappel Cretificate. Merchan will at any time,

and from time to time, upon at least one (1) day a prior notice from PURCHASER to Merchial, execute, acknowledge and driver in PURCHASER undfor to acknessinge and driver to PURCHASSER above to only other person, person for or origination specified by PURCHASSER, a statement centifying that this Agreement is unmodified and in full force and effect (u. if these have been modified used, that the same is in-full finese and effect as modified and stating the mustifications) and stating the dates which the Parchased Amount or any portion thereof has been repaid

2.9 No Bankropky, As of the date of this Appenent, Merchant does not contemplate and has not filed any petition for handrupter protection under Title II of the United States Code and there has been no involuntary perition becomes ar gending against Merchant Merchant further warrants that it does not unitalizate filing may such bankrupicy polition and it does not anticipate that an assolutiory petition will be filed nightest it but the event that the Merchant files fin bankruptey protection or is placed under an involuntary filing Protections 2 and 1 are immediately invoked

2,16 Wurklug Capital Funding, Merchant shall not enter into any arrangement, agreement or commitment that relates to at involves the Receipts, whether in the form of a purchase of, a tosa against, collineral against or the sale or purchase of credits against, Receipts or future check solar with any party wher time PURCHASER.

2.11 Upencumbered Receipts, Merchant has good, complete and associable title to all fleesigts, fire and clear of any and all liabilities, fires, clauses, changes,

costs of PURCHASER'S legal action, including all the Merchant shall provide them in PURCHASER, which it is organized audior operates, and Merchant is entering into this Agreement FOR BUSINESS FURPOSES ONLY and not as a consumer for personal, family or household numbers.

22 N 3hit Street Philadelphia, Pennsylvania 19106

Phone: 215-922-2636

Defauit under Other Contracts, Merchant's execution of unifor performance under this Agreement will not couse or create an event of default by Merchant

with the course of creation even to definitely increase under any contribution has obtained with according to entity.

2.14 3<sup>rd</sup> Party Negotintars with Regard to This Agreement and the Obligations Herein Mechant hereby agrees not in relation by 3<sup>rd</sup> party negotiators, consolidators, or credit telled agencies with regard to its oblightions under the teems of this Agreement. Merchant will maintain and allow direct communication with PURCHASIAR of all times during the course of this Agreement and shall not ungage any are course of this Appearant and shall not engage any 3rd party to negotiate its obligations as suited in this Agreement. Should Morethast violate this subsection 2.14, Merchant will be findle for the additional fee as specific in the attached Appendix A. 111. EVENTS OF BREACH OF

REPRESENTATIONS, WARRANTIES, AND COVENANTS AND REMEDIES

Li Eyenia of Brench of Representations, Warranties and Covenants. The occurrence of any of Warrantis and Covenants. The occurrence of any of the following oversis shall constitute an "Event of a Breach of Representations, Warranties, and Covenants" Insteament, (a) Merelicuit shall violate any term or coverant in this Agreement, (b) Any representation or warranty by Metchant in this Agreement shall prove to have been incorrect, falter or Agreement stant prove to move the mean recovery in the introduction missed (by Merchant shoft admit in writing its immility to pay he denie, or shall make a general astignment for the benefit of eccitions; or may prosecuting shall be instituted by or against Merchant socking to adjudence it a hunkrept of insolvent, or seeking reorganization, arrangement, adjustment, or composition of it is its debte; (d) the sending of notice of termination by MBRCHANT; (e) Marchant shall transport, move, interapt, suspend, disvolve or terminate its business; (f) Membran shall transfer to self-all or substootially all of its assets; (h) Merchani shall make or send unlive of any insended bulk sale or transfer by Merchant; (i) Merchant shall use multiple depository accounts without the prior written consent of PIARCHASER; (I) Merehant shall change its depositing occurs without the prior varietien consent of PERCHASER; (k) Merehant shall perform my set that reduces the value of any Collisional granted under this Agreement; (I) Merchant shall engage a third party to resugnishe the terms of this Aguement on Merchaut's behalf, (a))
Metchart shall engage a third party in an aftempt to
cease direct communication and/or control with
PURCHASER; or (a) Merchant shall default onless any of the terms, coverants and conditions of any other agreement with PORCHASER

3.2 Remedics: In case any Event of a Breach of Representations, Warrenties and Covenants, Definite orders and is not anived pursuant to Section 4.4 hereof, PURCHASER may proceed in protect and enforce its rights or remedies by unit in equity or by action at inv, or both, whether for the apocitic performance of any careaunt, agreement or other provision contained ligicia, or to enforce the discharge of Murchinit's obligations here only was no colorously anotherible ightorically, IN THE EVENT OF VIOLATION OF THE TREPRESENEATIONS AND WARRANTIES THE REPRESENTATIONS AND WARRANTIES BY MERCHANT, PURCHASSII may also the a Compolant in Confession of Judgment parament to the Warrant of Attorney restorated feerin. All tights, pareers and remedify all full tracking the connection with this Agreement that the exercised at any time by

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22 N 340 Sucet Philledelphia, Pennsylvania 19106 Fax: 888-305-7562 Phone: 215-922-2636

trianguating interests and the facilities of the policy of the facilities of the fac recognized PHRLIMARIES a managing to sell its interests in sulf receivables to New York Unity Festor, LLC ("NYIP") which MERCHANT industries to pursue legal ternedies in RYUE's hume State of New York in the event of a becach of the waterhies, curements, and representations stated under this

Agreement OF ATTORNEY TO CONTESS AWARRANT OF ATTORNEY TO CONTESS AUDIGIENT. UPON THE OCCURRENCE OF A VIOLATION OF TRE REPRESENTATIONS VIOLATION OF TRE REPRESENTATIONS AND WARRANTIES MADE HEBITOFORE BY MERCHANT, MERCHANT INTEVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD, TO APPEAR FOR ANY COURT OF RECORD, TO APPEAR FOR ANY COURT FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS MERCHANT AGREEMENT OR ANY ACCOMPANYING DOCUMENTS, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT, FOR LIER PRIORITY PURPOSES, EQUAL TO TEN PERCENT (1934) OF THE AMOUNT OF SUCH 100 MENT, BUT NOT LESS THAN ONE THOUSAND BOLLARS DOUMENTS, WITH OR WITHOUT TO THE MERCHANTAND THE ABRICHANT'S proposed and processing pro

PURCHASER after the newtonic of an Event of SECURITY AGREEMENT SHALL BE A bounds of Merchant, PURCHASER and their Default, are consultative used not exclusive, and that he SUFFICIENT WARRANT THEREFOR, respective successors and posigns, except that Merchant in edilition to any other rights, movers or remained provided by law or equily.

J. Consent to Selettransfer of Interest: in event of JUDGMENTS IN THE SAME OR DIFFERENT only luterst herein without the pilor written consent of JUDGMENTS IN THE SAME OR DIFFERENT PURCHASERS to the direction. PURCHASER with content may be without in REGARD TO WHETTER receives the right to usign this Agreement, Metchant or consents to PURCHASER'S sale or transfer of its consents to PURCHASER'S sale or transfer of its CONFESSED ON MORE THAN ONE Constants in MERCHANT's receivables in a CONFESSED ON MORE THAN ONE Constants.

OCCASION FOR THE SAME AMOUNTS.

MERCHANT ONE Constants (A Section of the Confessed of the Con STRUCKER OR OPENED UPON APPLICATION BY OR ON MERCHANT'S BEHALF FOR ANY REASON, FURCHASER IS BEREBY AUTHORIZED AND EMFOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MERCHANT FOR ANY PART OR ALL OF THE AMOUNTS OWED HEREUNDER, AS PROVIDED FOR HEREN, IF DOING SO WILL, CHIE AMY ERRORS AND DEFECTS IN SUCH PHIOD PROCEEDINGS.
LAT MOTWETHEYANDING ANYTHING TO THE

THE EVERT ANY JUDGMENT CONFESSED dispute. All signatories to this Agreement consent AGAINST THE MERCHANT HEHFUNDER IS that this Agreement shall be governed by and constitued STRUCKEN OR OPENED UPON APPLICATION in accordance with the lowe of the Commonwealth of to acceptance without regards to any applicable principals of conflicts of law, Any still, action or preceding arising bereinder, or the interpretation, performance or broach heroit, thall, if PURCHASSILI so elects, be instauled in the Court of Common Pleas, AGAINST MERCHANT FOR ANY PART OR
ALLOF THE AMOUNTS OWED HEREUNDER,
AS PROVIDED FOR MEREAN, IF DOING SO
WILL CURE ANY ERRORS AND DRECTOR IN
SCHEMPROB PROCEEDINGS.

3.41 NOTWITHSTANDING ANYTHING TO THE
CONTIKARY IN THE PACTORING
AGREEMENT, THE CONFESSION OF
JUDGMENT, THE SECURITY AGREEMENT,
DRANY OTHER DOCUMENTS EXECUTED BY
MERCHANT IN CONNECTION WITH THE
ABVANCE OF FUNDS TO SELLER, ALL
PARTIES ACKNOWLEDGE THAT RECOURS,
TO THE MERCHANT AND THE MERCHANT'S
ASSETS IS TERMITTED ONLY FOR
BREACHES OF THE REPRESENTATIONS AND
WARRANTIES MADE BY THE SELLER IN THE
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3.5 CRICK MERCHANT SOLD THE MERCHANT'S
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ASSETS IS TERMITTED ONLY FOR
BREACHES OF THE REPRESENTATIONS AND
WARRANTIES MADE BY THE SELLER IN THE
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ATIVE ACTION AGAINST THE OTHER, THE PARTIES HERBBY AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT HE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION NOT WITHISTANDING ANY OTHER PROVISION IN THIS AGREEMENT; AND (I) THE PARTY WHIG INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OF OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

4.17 Countriparts & Facilializional Signatures. This Agreement may be executed in any number of countripants ere hely which shall be decired one and the saint instrument. Further, fresionle and email signatures shall be deemed to be originals for all purposes.

22 N 3<sup>80</sup> Street Philadelphia, Pervisylvania 19106 Phone: 215-922-2636 Fax: 888-305-7562

Merchant Initials

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22 N 1<sup>80</sup> Street Philadelphia, Pennsylvonia 19166 Phane: 215-922-2636 Fas: 888-305-7562

Seller/Merchant's Legal Name: HMC INCORPORATED DUA HMC INCORPORATED

Physical Address: 7150 OAKLAND MILLS RD \$10, COLUMBIA, MD 21046

FED 1D # (Merchant): 52-2805463

#### SECURITY AGREEMENT

Security Interest. To secure SELLERAMERCHANTS'S performance obligations to PURCHASER under the "Factoring Agreement", SELLERAMERCHANT hereby grants to PURCHASER e security interest in (a) off accounts, chattel pages, documents, equipment, general intengibles, instantiates, and inventory, or those terms are defined in Assisted 9 of the Uniform Commercial Code (the "UCC"), now or intended a sequired by SELLERAMERCHANT, and (b) all proceeds, as that term is defined in Anicle 9 of the UCC (a and b collectively, the "Collateral")

Gross-Collineral To secure MERCHANT's payment and performance obligations to PURCHASER under this Security Agreement (the "Agreement"), MERCHANT hereby grants PURCHASER is security interest in \_\_\_\_(the "Additional Collateral"). MERCHANT understands that PURCHASER will have a security interest in the aforesaid Additional Collateral upon execution of this Appearent.

SELLERAMERCHANT acknowledge and agree that any security interest granted to PURCHASER under any inher agreement between SELLERAMERCHANT and PURCHASER (the "Cross-Cultateral") will seeme the obligations hereunder and under the FACYORING Agreement

SELLERAMERCHANT agrees to execute any documents or take any action in connection with this Agreement as PURCHASER deems necessary to perfect or unintain PURCHASER'S first priority security interest in the Collateral, the Additional Collateral and the Cross-Collateral, including the execution of any necessar to the Collateral and the Cross-Collateral, including the execution of any necessar by PURCHASER to perfect or unintain PURCHASER's security interest, which financing statement may contain notification that SELLERAMERCHANT have granted a negative pledge to PURCHASER with respect to the Collateral, the Additional Collateral and the Cross-Collateral, and that it may subsequent lier or only be intrinsely interfering with PURCHASER's rights. SELLERAMERCHANT hald be liable for and PURCHASER may charge and collect all costs and expenses, including but not limited to attorney's fees, which may be incurred by PURCHASER in protecting, preserving and enforcing PURCHASER's excurity interest and dights.

Negative Piedge. Shill REMASERCHANT necess not to create, incire, assume, or pennit to exist, directly or indirectly, any lien on or with respect to any of the Collateral, the Additional Collateral or the Creas-Collateral, as applicable.

Consent to Enter Premises and Assign Leave, PURCHASER shall have the right to care SELLER/MERCHANT default in the payment of reat on the fullowing terms, in the event SELLER/MERCHANT is served with papers in an action against SIELLER/MERCHANT for neopayment of reat or for summany evention, PURCHASER may exceede its rights and remedies under the Assignment of Lose, SELLER/MERCHANT also agazes from PURCHASER may enter late an agreement with SELLER/MERCHANT londoor giving PURCHASER the right; (a) to enter SELLER/MERCHANT's premises and to take postsection of the factors and enterthing senters, and its to assign SELLER/MERCHANT's remote unabled quotified SELLER/MERCHANT capable of epenning a business comparable to SELLER/MERCHANT at another premises.

Remedics. Upon any Event of Default, PURCHASER may purson any country available at low (including thuse accordance under the provisions of the UCC), or in equity to collect, enforce, or satisfy any abiligations then avaing, whether by receleration or otherwise.

SELLERMERCHANT BYLKARA DIPETRO, OWNER Learn Difictro

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DISCLOSURE FOR CONFESSION OF JUDGMENT

APPIANT:

KARA DIPIETRO

OBLIGEE:

Complete flusiness Solutions Group, his dible Pat Funding

The undersigned have excented, under is excenting, on even date herewith, one or more of the following instruments under which the Merchant is obligated to topay monies to Obligoe:

Factoring Agreement dated AUGUST 7, 2018; and

A THE MERCHANT ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGES MAY ENTER JUDGMENT BY CONFESSION AGAINST THE MERCHANT. BEING FULLY AWARE OF THE MERCHANT'S RIGHTS TO PRICE NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE MERCHANT BY OBLIGES THERBUNDER BEFORE JUDGMENT IS CHIERED, THE UNDERSIGNED HERBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVES THERE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGES'S ENTERING JUDGMENT AGAINST THE MERCHANT BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF PLOGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE MERCHANT IN PROPERTY (REAL OR PERSONAL) IN PULL OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENTS. BEING PULLY AWARE OF THE MERCHANT'S RIGHTS AFTER JUDGMENT IS ENTERED (ROCLIDERED THE RUST TO MOVE TO OPEN OR STRIKE THE JUDGMENT OF HORDERSIGNED HERBEY PREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO OBLIGGES TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERALLAW WITHOUT PRIOR NOTICE TO THE MERCHANT.

C. The Merchant hereby certifies that the financial accommodations being provided by the Obligee are for a business purpose, and not for personal, family or household use.

1). The statements made in this Disclosure for Confession of inaginent are made subject to the primities of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities

SULLENAMERCHANT By: KARA DIPIETRO

EIN# \$2-2005467

SELLEDVMENCHANT By: KARA DIPRETRO

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22 N M<sup>BI</sup> Street Philadelphia, Pennsylvenia 19106 Phone: 215-922-9636 Fox: 888-305-7362

#### GUARANTY

Personal Guirantly of Performance. The undersigned Gunomerta) hereby guarantees to PURCHASER, SEALERAMERCHANT'S performance of all of the representations, and warranties made by SEALERAMERCHANT in this Agreement and the Factoring Agreement, as each agreement may be renewed, amended, extended or subcrisic modified (the "Guaranteet Obligations") Guaranteet Obligations are due at the time of any breight by Merchant of any representation or warrantly, or covenant made by Merchant this Agreement and the Merchant Agreement

Guarantor Walvers: In the event that SELLER/MERCHANT violates its representations and warranties under the FACTORING AGREEMENT, PURCHASER may enforce its rights under this Agreement without first seeking to obtain paymont from Merchant, may other guaranton, as any Collateral, Additional Collateral or Cross-Collateral PURCHASER may hold pursuant to this Agreement or any other guaranty.

PURCHASER day hold pursuant to bus Agreement of any other guarants.

PURCHASER days not have to notify Guaranter of any of the following revents and Guaranter will not be released from its abilitations under this Agreement if it is not notified of () SELLBEAMERCHANT'S evolution of the representations and varianties of the PACTORING AGREEMENT be any reason, extension or other modification of the representations and varianties of the PACTORING AGREEMENT'S other obligations under this Agreement: (i) tenew, exican or otherwise modify the FACTORING AGREEMENT'S other obligations to PURCHASER; (ii) self-reces, luppair, waive or otherwise execute upon any collateral accurate gift Guaranteed Obligations or any other guarantee or the Guaranteed Obligations in a master that impairs or precludes the right of distribute to obtain reimburstenest for payment under this Agreement. Until all obligations are fulfilled under the FACTORING AGREEMENT's other obligations of the payment under this Agreement. Until all obligations or fulfilled under the FACTORING AGREEMENT's other obligations of the payment under this Agreement. Until all obligations or fulfilled under the FACTORING AGREEMENT's other obligations of the payment under this Agreement. Until all obligations or fulfilled under the FACTORING AGREEMENT's other obligations of the payment under this Agreement. Until all obligations or fulfilled under the FACTORING AGREEMENT's other obligations of the payment under this Agreement of the full obligation waives and shall not seek to exceed under this Agreement from Merchant or any other guarantee for any amounts poid by it under this Agreement. Quarantee transmitted by Reliable to exceed any other full obligations payment is the exceeded by Reliable to exceede any other full obligations payment is the exceeded by Reliable to exceede any other full obligations and the payment of the full obligations because that person has become subject to a proceeding under the United States Bankrages Obligation and the Cuarantee of the Guarante

GUARANTOR ACKNOWLEDGEMENT. Gracular acknowledges that: (i) He/She understands the seriorizess of the gravisiums of this Agreement; (ii) He/She has ind a full opportually to causalt with counsel of his Agreement; (ii) He/She has consulted with counsel of his choice or has decided not to avoid bluveither self of that opportually.

JOINT AND SEVERAL LIABILITY. The obligations bereattlet of the persons or emities constituting Character under this Agreement me joint and several,

SELLEWARRICHAMT By: XARA DIPIETRO

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bara Difictro

EBN# 52-2005467

SELJADI/MISHCHANT

bara Villidro

C----

SS# 180-60-6481

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "MERCHANT AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY.

CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND QUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLIDING THE TERMS AND CONDITIONS.

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22 M 3<sup>815</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2616 Fax: 888-305-2562

#### AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT) AND DIRECT PAYMENTS (ACH DEBITS)

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) is part of (and incorporated by reference into) the FACTORING AGREEMENT. You should keep this impostant legal document for your records

DISBURSEMENT OF BUSINESS CASH ADVANCE PROCEEDS: By signing below, Selter/Merchani authorizes PURCHASER to disburso the Cash Advance Proceeds less the amount of any applicable feet upon approval by initiating an ACH credit to the checking account indicated below for a sunstitute checking account Selter/Merchant lote infentifies and is acceptable to PURCHASER) (herefunder referred to as the "Designated Checking Account") in the disburson mount set forth in the accompanying documents. This authorization is to remain in full force and effect until PURCHASER has received written notification from Selter/Merchant of its termination in such time and in such time of a afford PURCHASER and Merchant's depositiony bank a reasonable opportunity to act on it

AUTOMATIC PAYMENT PLAN: Enrollment in PURCHANER's Automatic Payment Plan is required for approval. By signing below, Soiler/Merchant agrees to enroll in the Automatic Payment Plan and authorizes PURCHANER to collect payments required under the terms of Soiler/Merchant Agreement by initiating ACH debit entires to the Designated Checking Account in the xmounts and on the dates provided in the payment schedule act forth in the accompanying Soiler/Merchant Agreement, Soiler/Merchant agreement, Soiler/Merchant agreement, Soiler/Merchant and paid as provided in the payment schedule and any unpaid Fees. This authorization is to remain in full force and effect until PURCHASER has received written notification from Soiler/Merchant of its termination in such time and in such manner as to afford PURCHASER and Soiler/Merchant's depository bank is reasonable approximity to act on it. PURCHASER may suspend or terminate Soiler/Merchant's designated checking account in good standing in if there are insufficient funds in Merchant's checking account to process any payment.

If Seller/Merchant revokes the multicity states or PURCHASER suspends or terminates Seller/Merchant's curoliment in the Automatic Payment Plus, Seller/Merchant still be responsible for making timely payments plusment to the alternative payment methods described in the Seller/Merchant Agreement.

BUSINESS PURPOSE ACCOUNT: By signing below, Selke/Merchantollests that the Designated Checking Account was astablished for business purposes and not primarily for present, family or household purposes.

ACCOUNT CHANGES: Seller Mereliant agrees to northy PURCITASER prunipily if there are may changes in the account and routing numbers of the Designated Checking Account

MISCELLANEOUS: PURCHASEIR is ant responsible for any Ges charged by SelferMeretant's bank as the result of credits or debits initiated under this agreement. The origination of ACMicontendation of ACMicontendation of ACMicontendation of ACMICONTENDATION.

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Signature:	kara Afridra	Date: 8/7/2018 1:34:04 FB PDI
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22 N 3<sup>RD</sup> Street Philadelphia, Pennxylvania 19106 Phone: 215-922-2636 Pax: 888-305-7562

#### BANK ACCOUNT DISCLOSURE AFFIDAVIT

For the purpose of oblighing the Business Cash Advance evidence by the Merchant Agreement of this same doto herewith (the "Business Cash Advance") from Complete Business Solutions Group, Inc., the undersigned Solio/Merchant hereby makes the following statement under penalty of Jaw:

#### PLEASE SIGN OPTION ONE ORTWO

Fed ID number associated with this account Name associated with this account

Phone number of person whose name is associated with this second

Name on Account Account Number Rotting Number

#### $\underline{OPTION} \ \underline{I-DISCLOSURE} \ \underline{ANDAUTHOREXATION} \ \underline{FOR} \ \underline{ADDITIONALACCOUNTS};$

The Seller/Merchant hereby declares that in addition to the designated for ACH debit, the Seller/Merchant wise has the influwing additional account(s) which he authorizes us to use in the event we are enable to debit from the designated account:

tiank Name Name on Account Account Number Rousing Number Feel 1D number ussociated with this account Name associated with this account Phone number of person whose name is associated with this	accupin
Book Name Nerna on Account Account Humber Routing Number Fed 1D number associated with this account Name associated with this account Plante number of person where name is associated with this	eccount
Back Nuine Remain Account Account Number Routing Number Routing Number Fed ID number associated with this account Name associated with this account Phone number of person whose mane is associated with this **eltach additional pages if any additional pages in a page in a	account  Dated 8/7/2018 1:34:04 PM PET
<u>OPTION 2</u> - By signing below, the merchant sweets, under	penalty of law, that he has no necessaris in any leading institution in addition in the one provided for ACH debit
Selfce/Merchant Signature	Dated and a super super a communities for the communities for
Selfer/Merchant Signature	Dated

Merchant Initials Merchant locals

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22 N 3<sup>80</sup> Street Philadelphia, Peanxylvania 19106 Phone: 215-922-2636 Pex: 888-305-7562

### AUTHORIZATION TO RESUME ACH DEBITING FORM

NAME OF SELLER/MERCHANT:	garanta gi assi alaman galan mana musian mangili mangi
INFORMATION (To be filled oct by the customer)	in the state of th
i authorize Company (as shown above) to resume electronically debiting my bi to the company is poid in full.	ink account as detailed below, including a non-sulfficient fund fee it applicable, until the debt
Full Name on Account:	Approximents of the second of
Account $\theta$ : Routing $ heta$ :	and the state of t
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Payment unrount Number of Payments:	Submitted in commonwealth of the commonwealth
Date of next payment: Frequency of payment	Emarcon anagaman
t understand that I may cancel this walturization by contacting the company at any ACH multurizations times not relieve me of the responsibility of paying my the Company may take additional actions including legal actions to secure the	least five (5) husiness days prior to the payment due due, I further understand that cancelian account in full, and that if I cancel or revoke this authorization before the debt is paid in full debt
Custonace signalities Lara Diffictro	Date: 8/7/2018 3:34:04 PM PET
Circinner Printed Winner	organica prominentalisti
Customer contact Telephone #:	aliquia ( ) Attiministra
Costonics signature	Date
Customer Prince Names	innergy of a set think
Customer contact Telephone $f_{ij}$	NAME OF THE OWNER.

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22 N 3<sup>80</sup> Street Philadelphia, Pennsylvania 19406 Phone: 215-922-2636 Fox: 886-305-7562

Dear Clisal <sub>x</sub>
Thank you for recepting this offer from Complete Austress Solutions Group Dida for Funding. We look furward to being your facturing partner for or long as you need
Dolly ACH Pragram:
Complete Dustiness Solutions Group will require viewing necess to your bank account prior to funding as part of our underwriting process, as well as during the time you have a haloure with our company.
Please be assured that we carefully safeguard your confidential information and only essential top level personnel with have access to it
Please fill out the form below with the information accessny to access your occount.
14 Pe sure so indicate capital or inver case letters.
NAME OF BANK:
BANK PORTAL WEBSITE:
USGRNAME:
PASSWORD;
SECURITY QUESTION/ANSWER I:
SECURITY QUESTION/ANSWER 2:
SECURITY QUESTION/ANSWER 1:
ANY OTHER INFORMATION NECESSARY TO ACCESS YOUR ACCOUNTS:

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22 N 3<sup>07</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fux: 888-305-7562

#### APPENDIX A: THE FEE STRUCTURE

- 1 Origination Fee: \$4,000.00 to cover underwriting and related expenses
- 2 ACH Program Fee \$2,000.00 The ACH program is labor intensive and is not an automated process, requiring us to charge this fee to cover related costs;
- 3. NSF Fee \$75.00 (each) Lip in FOUR TIMES ONLY before a default is declared;
- d Rejected ACH \$100.00 Wa mereliant directs the bank to reject our debit ACH;
- 5. Bank Change Fee \$50.00 If a merchant requires a change of account to be debited requiring us to adjust our system;
- Blacked Account 1250,00 If a merchant blocks CBSG's ACH debit of the Account, incinces more than 4 debits of the Account or simultaneously uses multiple bank accounts or credit-cert processors to process its receipts;
- 7. Default Fee \$500,00 default fee if a merchant changes bank accounts or switches to another credit card processor without CBSO's consent, or commits another default processor without CBSO's consent, or commits another default processor without CBSO's consent, or commits another
- Ind Party Imamediaty Fee \$4,000.00 deposit journal reasonable related expenses incurred by PORCHASER. If PURCHASER receives a communication from a led party debt infleffrengegalator entity or individual which has been retained by Merchant and which entitled PURCHASER on Merchant's behalf accking in redirect communication (related to the inhigations contained in this Agreement) to itself/themselves and away from Merchant. This fee shall be used to covere Purchaser's reasonable expenses in retaining coursel or other parties to handle this additional educioustration required by this retention of the intermediary by PURCHASER for this purpose whall be returned in Merchant at the conclusion of this Factoring Agreement or related logal parties.
- 9. Collections Expense In the event of default, Seller / Merchant shall be responsible for all reasonable costs of collections, including, but not limited to, counsel fees, filling fees and any other less which may be incurred.
- Miscelluscops Service Pees Morchant shall pay certain fees for services related to the origination and maintenance of occuring. Each Merchant shall receive their fonding electronically to their designated bank account and will be entarged \$19.00 for a Fed Ware. The current charge for the underwriting, UCC, ACH Program and origination of each Merchant will be paid from the funded amount. Merchant will be estauged \$100.00 for every additional change of their operating bank account once they are active, with CBSG. Additional copies of prior monthly statements will mean a fee of \$10,00 coch.
- 11 Risk Assessment Foe \$2,000.00

13.	UCC	Fee-	\$2	UUU	.00

Merchani Signature: Lara Diffutro

CBSGhune 9/14.2018 agreement

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Page | 16

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22 N 3<sup>RO</sup> Street Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fax: 888-305-7562

# MANDATORY JOINT AFFIDAVIT OF CONFESSION OF JUDGEMENT

INSTRUCTIONS:

SION AND NOTARIZE THIS SECTION OF THE AGREEMENT, SEND THE ORIGINAL COPY TO:

PAR FUNDING 22 N 3<sup>RD</sup> STRBET PHILADELPHIA, PA 19106

C/O UNDERWRITING

Merchant initials Merchan Latituds

page | 17

DocuSign Envelope ID: 6FE88BFF-9047-48C2-962D-C3F0251A8179

CB COMMENTS OF THE COMMENTS OF		22 N 3 <sup>80</sup> Steet Philadelphia, Penusylvaniu 19106 Phone: 215-922-2636 Pax: 888-305-7562
NEW YORK UNITY FACTOR, LLC	Index No.	
	Plaintiff, AFFIDAV CONFESS	TT OF HON OF JUDGMENT
-against-		
HMC INCORPORATED D/B/A HMC INCORPORATED and KARA DIPIETRO,	Defendant(s)	
STATE OF		
KARA DIPIETRO, being duly swo	rn, déposes and suys:	
1, I am a principal,	owner, and an officer of	HMC INCORPORATED D/B/A HMC
INCORPORATED ("Merchant Defondant	"), a CORPORATION locate	ed at 7190 OAKLAND MILLS RD #10,
COLUMBIA, MD 21046, in the County of	f and as suc	n, I have the authority to act on behalf of
Merchant Defendant.		
2. Treside at 1836 LAN	IDRAKE RD, TOWSON, MI	D 21204, in the County of
3. I, individually, and on behal	f of Merchant Defendant con	sent to the jurisdiction of this Court.
4. Merchant Desendant	hereby confesses judgment a	nd authorizes entry of judgment in favor of
Plaintiff and against Defendants in the Federal	eral District Court for the	, Court of Common Jurisdiction for
the County of in the State	of the sum o	f \$1,260,000.00 less any payments timely
made pursuant to the secured Merchant Ag	preement dated AUGUST 7, 2	2018, plus legal fees to Plaintiff calculated
at ten percent (10%) of the total of the afor	esaid sums, costs, expenses a	nd disbursements and interest at the rate of

9% per annum from the date of default, or the highest amount allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be

attached hereto at the time of entry of this Affidavit of Confession of Judgment.

Page | 18

Case ID: 190501349

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CDUCKE
A conservation

22 N 3<sup>80</sup> Succi Philadelphia, Pennsylvania 19106 Phone: 215-922-2636 Fox: 888-305-7562

5. In addition, I hereby confess judgment, individually and personally, jointly and severely, and
authorize entry of judgment in favor of Plaintiff and against myself in the Federal District Court for the
Court of Common Jurisdiction for the County of in the State of
against me personally in the sum of \$1,260,000.00 less any payments timely made pursuant to the
Merchant Agreement dated AUGUST 7, 2018, plus legal fees to Plaintiff calculated at ten percent (10%) of the total
of the aforesaid sums, costs, expenses and disbursements and interest at the rate of 9% per annum from the date of
default, or the highest rate allowed by law, whichever is greater. Such amount shall be set forth in an affidavit to be
executed by Plaintiff or an affirmation by Plaintiff's attorney, which shall be attached hereto at the time of entry of
this Confession of Judgment.

- 6. This confession of judgment is for a debt due to Plaintiff arising from Defendants' failure to pay to Plaintiff, Merchant Defendant's accounts-receivable, which were purchased by Plaintiff pursuant to the secured Merchant Agreement dated AUGUST 7, 2018, and for Defendants' breach of the secured Merchant Agreement, plus agreed-upon interest, reasonable attorneys' fees, costs and disbursements, as agreed-upon by Merchant Defendant and myself, under the secured Merchant Agreement, dated AUGUST 7, 2018, of which supporting documents include a Personal Guarantee and a UCC-1 financing statement(s).
- 7. Merchant Defendant and I hereby agree that the execution and delivery of this Affidavit of Confession of Judgment and any entry of judgment thereon shall be without prejudice to any and all rights of Plaintiff, who reserves all of its rights and remedies against Defendants.
- 8. If for any reason entry of judgment in the above specified amount or execution on the same is outside the jurisdiction of this Court, Merchant Defendant and I hereby consent to the personal jurisdiction, entry of judgment, and execution thereon in any State or Federal Court of the United States of America.

9.	I have been	authorized	by	Merchant	Defendant	to	sign	this	Affidavit	of	Confession	of
ludgment on this	_day of	(	_, 20	18.					(J)			
Paur I 19				Merchan	chietals		Merclu	mi tabi	भ्यं १५५			

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22 N 3<sup>R9</sup> Street Philadelphia, Pennsylvania 19106
Phone: 215-922-2636 Fox: 888-305-7552

By:

KARA DIPJETRO, individually, and on behalf of HMC INCORPORATED D/B/A HMC INCORPORATED

Sworn to before me this

day of \_\_\_\_\_\_\_\_, 2018.

Merchant initials Merchant initials

Page [20

Notary Public

Case 1D: 190501349

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22 N 3<sup>nd</sup> Street Philadelphia, Pennsylvania (9106 Phone: 215-922-2636 Fax: 888-305-7562

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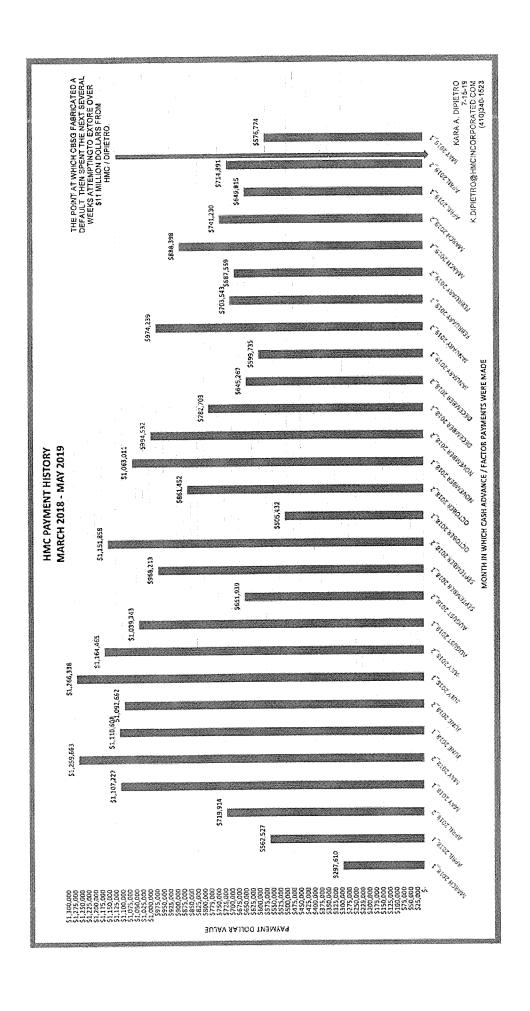
AUGUST 7, 2018

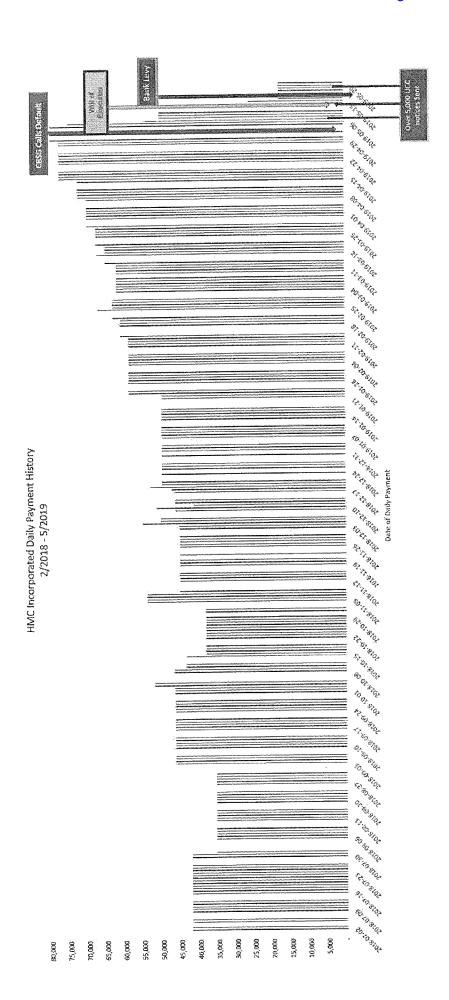
Attn: Court Orders & Levies Dept.

e: <u>FIMC INCORPORATED, et al.</u>
Supreme Court of the State of New York, Richmond County Index No.
<u>Information Subpositional Restrability Notice - RELEASE</u>

Creditor, and KARNEDIPEERS ("KARA") Defendants/Judgment Debtors (collectively, " , N.A. and/or related e	ntitles (collectively, ", N.A.") to release from the funds currently held in reserve per the information
Via check	Via wire to:
	agree to indemnify and hold harmless
losses and expenses, including but not limited and/or the IS/RN. Upon tender of the Release	ors, agents and employees from and ugainst claims, damages, it to attorneys' fees, arising out of or resulting from this release Amount, Funder consents to the immediate RELEASE of the reserve to HMC INCORPORATED, KARA, and/or its/their
By:(Name)   Owner/Manager/Agent (Title)   individually, and on behalf of HMC   INCORPORATED	By: Norman M. Valz, Esq. Attorney for Plaintiff/Judgment Creditor, NEW YORK UNITY FACTOR LLC and Complete Business Solutions Group, Inc. 205 Arch Street – 2 <sup>nd</sup> Floor Philadelphin, PA 19106 (215) (tel.)
State of) as:	
Page   21	Merchan Initials Merchan Initials

# Exhibit 2





# Exhibit 3

<b></b>	s OF OR	끸																	11588.07%	.25%								5	
CHART D	ALCULATION SHOWING WHAT % O REVENUE CBSG WAS TAKING FOR PAYMENTS	% OF REVENUE	5.11%	58.50%	105.93%	6274.55%	336,42%	206.40%	181.85%	199.17%	1063.92%	430,36%	750.13%	350.21%	1076,70%	159.75%	314.28%	63.78%	115	AVERAGE 724,25%							KARA A. DIPIETRO	K.DIPIETRO@HMCINCORPORATED.COM	(410)340-1523
충	CALCULATION SHOWING WHAT % OF REVENUE CBSG WAS TAKING FOR PAYMENTS	CBSG PAYMENT	\$ 32,248.00	\$ 200,967,60	\$ 725,048.49	\$ 1,731,964.76	\$ 2,523,984.00	\$ 2,346,987,00	\$ 1,628,808,00	\$ 884,774,00	\$ 2,116,301.00	\$ 1,363,011.00	\$ 2,813,100.00	\$ 1,099,319.00	\$ 1,508,713,00	\$ 1,364,222.00	\$ 1,891,825.00	\$ 489,003.00	\$ 23,413,076.34								KARA	K.OIPIETRO@HA	(410
CHART C	HMC REVENUE 02/2018 TO 5/2019	HMC REVENUE	631,075.08	343,535.28	678,088.68	27,602.99	750,236.99	1,137,102.44	895,708.93	444,223.76	198,915.62	316,715.41	370,080.38	313,898.80	140,123.31	853,987.96	601,946.21	766,699.14	8,469,940.98										
Ĭ	HB 0272	MONTH	Feb-18 \$	Mar-18 \$	Apr-18 \$	May-18 \$	Jun-18 \$	Jul-18 \$	Aug-18 \$	Sep-18 S	Oct-18 \$	Nov-18 5	Dec-18	Jan-19 \$	Feb-19 \$	Mar-19 \$	Apr-19 \$	May-19 5	2	l									
	SMABE	HMC PAID N	1,099,611.45	281,504.00	284,254.00	303,165.34	295,215.18	667,468.12	863,170.59	508,567.35	597,523.08	1,328,522.98	610,984.80	1,294,224.48	1,531,036.79	503,925.00	942,059.40	1,083,307.09	630,000,00	870,000.00	1,985,866.76	1,912,419.00		2,891,825.00	2,508,793.00	1,364,222.00	24,357,665.42		
œ H	CALCULATION METHOD COMBINE LL FUNDING RECEIVED & ALL PAYMENTS MADE	CBSG FUNDED	815,787,00 \$	247,832.00 \$	247,832.00 \$	247,832.00 \$	283,661.84 \$	587,230.66 \$	752,058,00 \$	436,960.00 \$	516,915,16 \$	467,792,34 \$	526,831.00 \$	1,211,779.72 \$	1,195,835.62 \$	392,000.00 \$	750,112.00 \$	\$ 00.000,008	490,000,00	735,000,00 \$	1,536,987.51	1,780,756.14 \$	97,500.00	3,286,500.00 \$	3,870,000.00   \$	1,496,523.11	22,863,724.10   \$ 24,357,665.42		
CHART	ALCULATION ME ING RECEIVED A	DATE CBS	2/26/2018 \$	3/16/2018	3/29/2018 \$	4/18/2018 \$	4/25/2018 \$	5/7/2018 \$	5/17/2018 \$	5/18/2018 \$	5/31/2018 \$	6/4/2018 \$	6/7/2018 \$	6/11/2018 \$	6/14/2018 \$	7/19/2018 \$	7/27/2018 \$	8/7/2018	8/21/2018 \$	10/15/2019 \$	11/2/2018 \$	8/24/2018 \$	5/3/2019	2/28/2019 \$	12/19/2018 \$	10/3/2019 \$	\$		
	ALL FUND	STATUS	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID*	PAID	PAID	PAID	EXHIBIT A	EXHIBIT B	EXHIBIT C	EXHIBIT D	EXHIBIT E			
	FALS & OSED	HMC PAID	1,099,611.46	281,504.00	284,254.00	303,165,34	295,215.18	667,468.12	863,170,59	508,567.35	597,523.08	1,328,522.98	810,984.80	1,294,224.48	1,531,036.79	503,925.00	842,059.40	1,083,307,09	630,000.00	870,000.00	1,985,866,76	15,680,406.42	HMC PAID	1,912,419.00		2,891,825,00	2,508,793.00	1,364,222,00	8,677,259.00
RTA	D SEPERATE DI Y OPEN AND CL (ACTS	CBSG FUNDED	815,787.00 \$	247,832.00 \$	247,832.00 \$	247,832.00 \$	283,661.84 \$	587,230.66 \$	752,056.00 \$	436,960.00 \$	518,915.16 \$	467,792.34 \$	526,831.00 \$	1,211,779.72 \$	1,195,835.62 \$	392,000,00	750,112.00 \$	\$ 00,000,068	\$ 00.000,064	735,000,000 \$	1,536,987.51 \$	\$ 12,332,444.85 \$	CBSG FUNDED	1,780,756,14 \$	97,500.00	3,286,500.00 \$	3,870,000.00 \$	1,496,523.11 \$	\$ 10,531,279.25 \$
CHARTA	CALCULATION METHOD SEPERATE DEALS & PAYMENTS SORTED BY OPEN AND CLOSED CONTRACTS	DATE CBS	2/26/2018 \$	3/16/2018 \$	3/29/2018 \$	4/18/2018 \$	4/25/2018 \$	5/7/2018 \$	5/17/2018 \$	5/18/2018 \$	5/31/2018 \$	6/4/2018 \$	8/7/2018 \$	6/11/2018 \$	6/14/2018 \$	7/19/2018 \$	7/27/2018 \$	8/7/2018 \$	8/21/2018 \$	10/15/2019 \$	11/2/2018 \$	\$	DATE CB	8/24/2018 \$	5/3/2019 \$	2/28/2019 \$	12/19/2018 \$	10/3/2019 \$	\$
	CALCUL	STATUS	DAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID:	PAID	PAID	PAID		STATUS	EXHIBIT A	EXHIBIT B	EXHIBIT C	EXHIBIT D	EXHIBIT E	

K.DIPIETRO@HMCINCORPORATED.COM (410)340-1523

890,000,00 \$ 1,063,307,03

\*EXHBIT F (PAID)

# Exhibit 4

## SCHWARTZ & STAFFORD, P.A.

BENJAMIN D. SCHWARTZ ADMITTED IN NC, GÅ, PA & NI bechwartk@pes-law.com

KATHERINE S. STAFFORD ADMITTED IN NO

LESCIE ANN L. DUNN ADMITTED IN FC. GA & CA PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
SUITE 110, 8625 CROWN GRESCENT COURT
GHARLOTTE, NORTH CAROLINA 28227
TOLL FREE (869) 238-2433
TELLPHONE (784) 708-3174
FACILITIE (980) 338-3158

REPLY TO CHARLOTTE OFFICE

GRECONSILE
ADMITTED IN LA

STEVEN KANTROWITS ADMITTED IN PA, NY, OH & D.C RUBER V. CHAVEZ ADMITTED IN PL.

MAY 28, 2019

HMC Incorporated 719 Oakland Mills Road, Ste 110 Columbia, MD 21046

Re: Complete Business Solutions Group, Inc. vs. HMC Incorporated and Kara Dipietro and Wells Fargo Bank, N.A.

Dear Sir or Madam:

This Firm represents Wells Fargo Bank, N.A. (Wells Fargo) in this matter. We <u>DO NOT</u> represent the Plaintiff (the party who obtained a Judgment in this case). Should you need to discuss settlement or have questions about the Judgment, please call Plaintiff's counsel (his/her information is in the accompanying documents).

Please find enclosed the Writ of Execution which was served on Wells Fargo. Also, please find a copy of the Entry of Appearance.

Sincerely,

Benjamin D. Schwartz

## COMPLETE BUSINESS SOLUTIONS GROUP, INC.

Byt John Hartley, Esquire Attorney J.D. No.: 47106 Byt Brian H. Smith, Esquire Attorney J.D. No.: 65627 20 N. 37 Street Philadelphia, PA 19106

Attorneys for Plaintiff

(215) 987-3671

COMPLETE BUSINESS SOLUTIONS GROUP, INC.: PHILADELPHIA COUNTY

Plaintiff |

: COURT OF COMMON PLEAS

VS.

HMC INCORPORATED

: May Tenn, 2019 No. 001349

and.

KARA DIPIETRO

: Case ID No. 190501349

Defendant(s)

WRIT OF EXECUTION

To the Sheriff of Philadelphia County:

To Satisfy the Judgment, interest and costs against:

HMC INCORPORATED, located at 7190 Oakland Mills Road, #10 Columbia, MD 21046.

Tax ID: 52-2005467

KARA DIPIETRO, residing at 1836 Landrake Road Towson, MD 21204.

SSN: 180-60-4481

Defendant(s)

- (a) You are directed to levy upon the property of the defendant(s) and to sell defendant's(s') interest therein;
- (b) You are also directed to attach the property of the defendant(s) not levied upon in the possession of TD BANK, WELLS FARGO BANK, CAPITAL ONE BANK, IP MORGAN CHASE & CO, BANK OF AMERICA, M&T BANK, SANTANDER BANK, PNC BANK, BB&T BANK, CITIZENS BANK, HSBC BANK, as garnishee(s).

(Specifically describe property)

And to notify the garnishec(s) that:

(a) an attachment has been issued:

(b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the
defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) the attachment shall not include

i) the first \$10,000.00 of each account of the defendant with a bank or other financial institution containing any funds that are deposited electronically on a recurring basis and are identified as being funds, which upon deposit, are exempt from execution, levy, or attachment under Pennsylvania or Federal law.

- (ii) each account of the defendant with a bank or other financial institution in which funds on devosit exceed \$19,000,00 at any time if all funds are deposited electronically in a recurring basis and are identified as being funds, which upon deposit, are exempt from execution, levy, or attachment under Pennsylvania, or Federal law.
- Pennsylvania, or Federal law.

  (iii) Any funds in the account of the defendant with a bank account or other financial institution that total \$300.00 or less, if multiple accounts are attached, a total of \$30000 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. \$8123.
- (d) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$11,985,719.32 INTEREST FROM May 14, 2019: \$5,910.77 COSTS TO BE ADDED: \$173.12

Total: \$11,991,803.21

ERIC FEDER Director, Office of Judicial Records

Ву:	Cierk	er 9 herrer er e	 ,
Date:			



Case 1D: 190501349

Piled and Attented by the office of Judicial Records
17 milion 11 14 sm

#### COURT OF COMMON PLEAS

COMPLETE BUSINESS SOLUTIONS GROUP, INC.: PHILADELPHIA COUNTY

Plaintiff

COURT OF COMMON PLEAS

HMC INCORPORATED

May Term, 2019 No. 001349

KARA DIPIETRO

Case ID No. 190501349

Defendant(s)

#### WRIT OF EXECUTION

Real Debt: \$11,985,719.32

interest from May 14, 2019: \$5,910.77-

COSTS PAID (Office of Judicial Records); \$173,12

Sheriff:

Statutory:

Costs Duc (Office of Judicial Records):

Total: \$11,991,803.21

Brian H. Smith, Esquire

Attorney I.D. No.: 47106 20 N. 3<sup>th</sup> Street

Philadelphia, PA 19106

Telephone: (215) 987-3671

Attorney for Plaintiff Case ID: 190501349

### Commonwealth of Benusylvania COUNTY OF PHILADELPHIA

COMPLETE BUSINESS SOLUTIONS GROUP, INC.: PHILADELPHIA COUNTY

Plaintiff

: COURT OF COMMON PLEAS ΪŞ

HMC INCORPORATED

and

KARA DIPIETRO

May Term, 2019 No. 001349

: Case ID No. 190501349

Defendant(s)

#### WRIT OF EXECUTION NOTICE

This paper is a Writ of Execution, it has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. If you wish to exercise your rights, you must act promptly.

Exempt Property: The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption for \$300,00. There are other exemptions, which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached exemption claim form and demand for a prompt bearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted. The fee to file this is \$20.00 (Attorney check, certified check, cashiers check or money order only).

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

Property Belonging to Another Person: If there is property at your residence (or in your bank account) that belongs to another person or that you own with another person, you should notify that person so that he/she can file a Property Claim (fee to file is \$40.00, attorney check, certified check, cashiers check or money order only) or other legal papers with the Sheriff's Office to prevent his/her property from being taken or sold at Sheriff's Sale to satisfy your debt. See enclosed forms. YOU SHOULD TAKE THIS PAPER TO YOUR

LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP."

> Philadelphia Bar Association Lawyer Referral and Information Service One Reading Center Philadelphia, PA 19107 Telephone: (215) 238-1701

"LLEYÉ ÉST DEMANDA A UN ABOGADO IMMEDIATAMENTS, SI NO TIENE ABOGADO O SO NO TIENE EL DINERO SUFICIENTE DE PACAR TAL SERVICIO VAYA EN PERSONA.O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ÁBAJO PARA AERIQUAR DONDE SE PUDE CONSOUR ASISTENCIA LEGAL."

> Associanción De Llocuciados De Fitadellia Servicio Da Referencia E Informacion Legal One Reading Center Filadelfia, PA 19107 Telefono: (215) 238-1701

EXHIBIT "A"

Court &	Term No. 190501349 Claim No. CLAIM FOR
	EXEMPTION
	TO THE SHERIFF:
	(1) From my personal property in my possession which has been levied upon.  (a) I desire that my \$300.00 statutory exemption by  [3] (1) set saide in kind (specify property to be set aside in kind):
:	[ ] (II) paid in eash following the sale of the property levied upon; or (b) I claim the following exemption (specify property and basis of exemption)
	<ul> <li>(2) From my property which is in the possession of a third party, I claim the following exemptions:</li> <li>(a) my \$300.00 statutory exemption [ ] in each [ ] inkind (specify property):</li> </ul>
	11) State Constitution of the appropriate of the ap
	(b) Social Security benefits on deposit in the amount of: 8  (c) Other (specify amount and basis of exemption):
	(c) Other (abecal) automa and out a otex combound.
	I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA.C.S.
	understand that false statements herein are made subject to the penaltics of 18 PA.C.S.  Section 4904 relating to unsworn falsification to authorities.  Date:
	understand that false statements herein are made subject to the penalties of 18 PA.C.S.  Section 4904 relating to unsworn falsification to authorities.  Date: Defendant(s):
	understand that false statements herein are made subject to the penaltics of 18 PA.C.S.  Section 4904 relating to unsworn falsification to authorities.  Date: Defendant(s):  Phone # Address:  City, Zip:  THIS CLAIM TO BE FILED WITH: Office of the Sheriff of Philadelphia County  Land Title Building
6	understand that false statements herein are made subject to the penaltics of 18 PA.C.S.  Section 4904 relating to unsworm falsification to authorities.  Date:
	understand that false statements herein are made subject to the penaltics of 18 PA.C.S.  Section 4904 relating to unsworm falsification to authorities.  Date: Defendant(s):  Phone # Address:  City, Zip:  THIS CLAIM TO BE FILED WITH: Office of the Shoriff of Philadelphia County  Land Title Building  100 South Broad Street, Fifth Floor Polladelphia, PA 19110  (215) 686-3559/60  Note: Under paragraphs (1) and (2) of the writ, a description of specific property to be levied upon or oltached may be set forth in the writ or included in a separate direction to the Shoriff.  Onder paragraph (2) of the writ, if attachment of a named garnishee is desired, his name hould be set forth in the ware provided.
4	understand that false statements herein are made subject to the penaltics of 18 PA.C.S.  Section 4904 relating to unsworn falsification to authorities.  Date:
	understand that false statements herein are made subject to the penaltics of 18 PA.C.S.  Section 4904 relating to unsworm falsification to authorities.  Date: Defendant(s):  Phone # Address:  City, Zip:  THIS CLAIM TO BE FILED WITH: Office of the Sheriff of Philadelphia County  Land Title Building  100 South Broad Street, Fifth Floor Philadelphia, PA 19110  (215) 686-3559/60  Note: Under paragraphs (1) and (2) of the writ, a description of specific property to be levied upon or oltached may be set forth in the writ or included in a separate direction to the Sheriff.  Onder paragraph (2) of the writ, if attachment of a named garnishee is desired, his frame hould be set forth in the water provided.
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# Commonwealth of Bennsylvania County of Philadelphia

COMPLETE BUSINESS SOLUTIONS GROUP, INC.: PHILADELPHIA COUNTY

Plaintiff

: COURT OF COMMON PLEAS

YS.

HMC INCORPORATED

and White authors over

KARA DIPIETRO

: May Term, 2019 No. 001349

: Cuse ID No. 190501349

Defendant(s)

### NOTICE TO CO-OWNER OF ATTACHMENT OF PROPERTY

Date:

The Bank account or other property that you own with the defendant(s) above-named, have been attached by plaintiff to satisfy a judgment obtained by the plaintiff against the defendant. Your money or property may soon be taken even though you owe nothing to the plaintiff.

If some of the funds in the account or some of the property hold by the garnishee, belongs to you, you should contact the bank or garnishee to see if it is defending your funds or property against garnishment. If the bank or garnishee is not defending against garnishment of property, you can prevent garnishment by filling a Petition with the Sheriff.

To protect your funds or property, you should complete the attached Petition to Intervene Stay and Set Aside Writ of Execution as to Non-Judgment Debtor Property and file it in the Office of the Sheriff within fifteen (15) days after the date of this notice,

For additional information, you may call the Sheriff's Office at (215) 686-3559/60.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL, HELP."

Philadelphia Ber Association Lawyer Referrat and Information Service One Reading Center Philadelphia, PA 19107 Telephone: (215) 238-1761 "LLEVE EST DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SO NO TIENE EL DINERO SUPICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA. DIRECCION SE ENCUENTRA ESCRITA ABAJO PAKA AERIGUAR DONDE SE PUDE CONSQUIR ASISTENCIA LEGAL."

Associantion De Licenciados De Filadelfia Servicio Da Referencia E Informacion Legal One Resding Cenier Filadelfia, PA 19107 Teleforno: (215) 238-1701

EXHIBIT "F"

# County of the land that the county of the co

,	, ,	COMPLETE BUS	UNESS SOLUTIONS	GROUP, INC.	PHILADELPHIA COUNTY
		COME DELEGE	Plointiff	;	COURT OF COMMON PLEAS
• •					
			VS.	;	*
		•		*	
		HMC INCORPOR	RATED	¥.	May Term, 2019 No. 001349
*		and "	· •	. ;	
		KARA DIPIETRO		. :	Case ID No. 190501349
		· · · · · · · · · · · · · · · · · · ·	Defendani(s)		
		WRIT O	PETITION TO INT PEXECUTION AS TO file - must be in form of allowed	NON-JUDGME	AND SET ASIDE NT OF DEBTOR PROPERTY k, certified check or money order only.)
*	•	. This petitic	on respectfully represents	•	4
		1, 1, to	intervene in this garnishn 21 and 3126 et seq.	the Petitioner, um nent proceeding pu	a party in interest and hereby move rsuant to PA.R.Civ. P. Nos,
	.*	2. Th	e plaintiff has attached p ssession of the garnishee	ersonal property be	longing to me currently in the
		ი თ	ie attached properly cons	dets of:	non or jointly with the defendant
		. [1	other (specify)		
		oh	aintiff does not have the l	egal right to attach	aside as to my property because the and/or garnish property other than
,		th	at helonging to the judge	ient debtor in this n	natter.
*		5. IV	crity that the foregoing s	natements of fact in A holief I understa	re true and correct to the best of my and that false statements berein are made
: `		118 (12	bject to the penalties of i	8 PA, C.S.A. 4904	relating to unsworn
		fa	sifications to authorities.	:	•
*	,				
		Date:	The state of the s		4
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## Commonwealth of Pennsylvania COUNTY OF PHILADELPHIA

COMPLETE BUSINESS SOLUTIONS GROUP, INC.: PHILADELPHIA COUNTY Plaintiff : COURT OF COMMON PLEAS

VS.

HMC INCORPORATED

KARA DIPIETRO

: May Term, 2019 No. 001349

" Case ID No. 190501349

Defendant(s)

APPLICATION TO PROCEED IN FORMA PAUPERIS (PROPERTY CLAIM/PETITION TO INTERVENE, STAY AND SET ASIDE WRIT OF EXECUTION)

#### TO THE SHERIFF:

- 1. My personal property is subject to levy or attachment this to a judgment against
- Because of my financial condition, I am unable to pay the fees and costs of filling my Property Claim form/Petition to Intervene, Stey and Set Aside Writ of Execution; and to defend my property interests.
- I am unable to obtain funds from anyone, including my family and associates, to pay the costs of this litigation. I understand that I have a continuing obligation to inform
  - Court of improvement in my financial circumstances, which would permit me to pay the cost incurred herein.
- I verify that the information disclosed on this application and the attached Financial Statement are true and correct to the best of my knowledge, information and belief.
  - I understand that false statements herein are made subject to penaltics of 18 PA C.S.A. 4904 relating to unswern falsification to authorities.

vame:	* · · ·			
*	•			
\ddress:	***************************************			
Clephonet		*	*	

EXHIBIT "H"

ourt & Term No	, 190501349 Claim No.	01	·
	*		
×.	FIRANCIAL STAT		
(a)·	Name:		anema .
* .	AU07253	Phone Number	
	Social Security Number:		
(b)	Employment: If you are recently employed, st	ate	
	Employer:		
	Address:	Phone Number	· ·
	Salary or wages per month:	Phone Number	Tyne
	ntweek.		/ P~
(c)	Other income within the past twelve (12) mor	iths;	
,	Business or Profession:	-	Other
	Self-Employment:Dividend		athtranen'
*	Interest: Dividend	5:	Cartal
	Pension and Annuities: Security Benefits:	Current Barraget	20ctat
* .	Disability Payments:		
, ",	Unemployment Compensation/Workers Com	pensation:	-Marie Coloresters
· 1	Public Assistance:	Olber:	
(d)	Other Contributions to Household Support	***************************************	
* * *	Milital (Linchand) Name		. If
	none (Wife/Husband) is amployed, state:		
•	Employers		Salary
	Employer: or wages per month:		Турс
	of Work:		
*	Contributions from Children:		Other
	Contributions from Parents:		
(a)	Property Owned:		
(6)	Cash:		
*	Cash: Checking Account: Certificates of Deposit:	Savings Account:	
	Certificates of Deposit:		Real
. ,	Estate (Including home):		<del>`</del>
	No M. Calar Malari	Year:	
	Cost:	Amount Owed:	
Α.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
\$	Stocks/bonds:		
(1)	Dobte and Obligations		
,	Morigage:P	ient:	
	- Anne	Other:	
(g) 4	Persons Dependent Upon You for Support		
*	(Wife/Hisband) Name:		Land to the second second
* *,	Children, Ifany: Namo:	Age:	
	) TRANG.	Age:	*
	5 ch care and a con-		
· •	Other Persons:		
	Other Porsons: Name:		

SCHWARTZ & STAFFORD, P.A.
By: Benjamin D. Schwartz, Esquire, I.D. No.: 313343
8625 Crown Crescent Court, Suite 110
Charlotte, NC 28227
(704) 708 - 5176
Attorney for Garnishee

Complete Business Solutions Group, Inc.

In the Court of Common Pleas of Philadelphia County, Pennsylvania

VS.

No. May Term, 2019 No. 001349

HMC Incorporated and Kara Dipietro

and

Atty I.D.# 313343

WELLS FARGO BANK, GARNISHEE

### ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Wells Fargo Bank, N.A., in the above-captioned matter.

> BENJAMIN D. SCHWARTZ Attorney for Garnishee

Dated: 5/28/2019



05/24/2019

#### PERSONAL & CONFIDENTIAL

HMC INCORPORATED 7196 OAKLAND MILLS ROAD #16 COLUMBIA MD 21046

Re: COMPLETE BUSINESS SOLUTIONS GROUP INC VS HMC INCORPORATED KARA DIPIETRO
PNC File No.: 2019-G0070431

Dear Customer:

Enclosed is a copy of a Writ of Execution, which the Sheriff has served on this Bank as garnishee. All of your accounts and any safe deposit box or property of yours in the Bank's possession or custody or which comes into its possession hereafter until such time as judgment is entered against it as garnishee or the Writ is dissolved, have been attached by this execution.

However, a search of our records falls to reveal any open checking or savings accounts in your name. If this is incorrect, please advise us immediately.

Under rules of civil procedure, we are required to notify you. You should immediately consult your attorney if you have any questions regarding this execution.

Sincerely,

Brittany Vrana PNC Bank, Pittsburgh Garnishments 500 First Avenue P7-PFSC-02-H Pittsburgh, PA 15219 (Tel) 1-888-849-2096 opt 2 (Fax) 855-442-8717



# Commonwealth of Demisylbania County of Philadelphia

COMPLETE BUSINESS SOLUTIONS GROUP, INC.: PHILADELPHIA COUNTY

Plaintiff'

: COURT OF COMMON PLEAS!

VS.

HMC INCORPORATED

: May Term, 2019 No. 001349

and

KARA DIPIÉTRO

: Case ID No. 190501349

Defendant(s)

#### WRIT OF EXECUTION NOTICE

This paper is a Writ of Execution, it has been issued because there is a judgment against you. It may eause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. If you wish to exercise your rights, you must act promptly.

Exempt Property: The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption for \$300,00. Them are other exemptions, which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted. The fee to file this is \$20.00 (Attorney check, certified check; easiliers check or money order only).

You should come to court ready to explain your exemption, if you do not come to court and prove your exemption, you may lose some of your property.

Property Belonging to Another Person: If there is property at your residence (or in your bank account) that belongs to another person or that you own with another person, you should notify that person so that he/she can fite a Property Claim (fee to file is \$40.00, another check, cashiers check or money order only) or other legal papers with the Sheriff's Office to prevent his/her property from being taken or sold at Sheriff's Sale to satisfy your debt. See enclosed forms.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAYE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP."

Phitadelphia Bur Association Lawyer Reformal and Information Service One Reading Center Philadelphia, PA 19107 Tolephone; (218) 238-1701 "LLEVE EST DEMANDA A UN ABOGADO IMMEDÍA I AMENTE. SI NO TIENE ABOGADO O SÓ NO TIENE EL DINERÓ SUFICIENTE DE PAGAR TAL SERVICIO VA YA EN PERSONA O LLAME POR TELEPONO À LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ÁRAJO PARA AERIGUAR DONDE SE PUDE CONSGUR ASISTENCIA LEGAL."

Associancion De Licenciedos De Filudelliu Servicio De Referencia E Información Legal One Reading Cester Filudella, PA 19107 Telefono (245) 238-4701

EXHIBIT "A"

PACE VS TECVD AT SZSZECO IEGOJO OM JENSKO BOJOHIL TODJI SVEGNOBEDODOS CHREES WZSZIO \* CSDZIG-685-1101 \* KNIVETEGO DEZ COVE TOM HAR-SÇIZ ZO

PLAINTIPP: Complete Bus. Sol. Orp. Inc VS. DEFENDANT HMC INCORPORATED, or al. Court & Term No. 190501349 Claim No. CLAIM FOR EXEMPTION TO THE SHERIFF: I, the above-named defendant, claim exemption of property from levy (1) or attachment (2): From my personal property in my possession which has been levied upon, (a) I desire that my \$300,00 simularly exemption by ( ) (1) set aside in kind (specify property to be set axide in kind): [ ] (11) paid in each following the sale of the property levied upon; or (b) I claim the following exemption (specify property and basis of exemption) From my property which is in the possession of a third party, I cialmithe following (2)exemptions: (a) thy \$300.00 amonory exemption ( ) in onth ( ) in kind (specify property): (b) Social Security benefits on deposit in the amount of 15 (c) Office (specify amount and basis of exemption): \_ I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at (Name, Address & Telephone Number) I verify that the statements made in this Claim for Exemption are true and correct. I understand that faire statements lierein are made subject to the penalties of 18 PA.C.S. Section 4904 relating to unsworn foisification to authorities. Defendant(s): Datei Phone #\_ Address City, Zip: THIS CLAIM TO BE FILED WITH: Office of the Sheriff of Philadelphia County Land Title Building 100 South Brond Street, Fifth Floor Philadelphin, PA 19110 (215) 686-3559/60 Note: Under paragraphs (1) and (2) of the writ, a description of specific property to be levied upon or attached may be set forth in the writ or included in a separate direction to the Shertiff. Under paragraph (2) of the writ, Waltachment of a named garnished is desired, his name should be set forth in the space provided, Under paragraph (3) of the well, the Shoriff may, us under prior practice, add as a garnishee any person not paper in this writtmay be found in pussession of property of the defendant. See Rule 3111(a). For limitations un the power to much tangible personal property, see Rula 3108(a). (b) Each court shall by local rule designate the officer, organization or person to be named in the notice.

MAIOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

(1) \$300.00 stalutory exemption

(2) Bibles, school books, sawing machines, uniforms and equipment

(3) Most wages and unemployment compensation

(4) Social Security benefits

(5) Comain retirement fund and accounts

(6) Certain veteran and armed forces benefits

Certain insurance proceeds

EXHIBIT "A-I"

T8 TEXFAU C36' OKPUMASA:0':01-85-80

1215-585-1194

# 7/ 9

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

By: John Flantey, Esquite Attorney LD. No.: 47106 By: Brian H. Smith, Esquire Anomey L.D. No.: 65627 20 N. 3 Street Philadelphia, PA 19106

Attornoys for Plaintiff

(215) 987-3671 COMPLETE BUSINESS SOLUTIONS GROUP, INC.: PHILADELPHIA COUNTY

Plaintlff

: COURT OF COMMON PLEAS

vs.

HMC INCORPORATED

: May Term, 2019 No. 001349

and

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\* Anthetropous home home escribed \*

KARA DIPISTRO

: Case ID No. 190501349

Defendant(s)

WRIT OF EXECUTION

To the Sheriff of Philadelphia County:

To Satisfy the Judgment, interest and costs against:

HMC INCORPORATED, located at 7190 Oakland Mills Road, #10 Columbia, MD 21046.

Tax ID:

KARA DIPIETRO, residing at 1836 Landrake Road Towson, MD 21204.

Defendant(s)

(a) You are directed to lessy upon the property of the defendant(s) and to sell defendant's(s') interest therein: N.A.

(b) You are also directed to attach the property of the defendant(s) not levied upon in the possession of TO BANK, WELLS PARGO BANK, CAPITAL ONE BANK, IP MOROÁN CHASÉ & CO. BANK OF AMERICA, M&T BANK, SANTANDER BANK, PNC DANK, BB&T BANK, CITIZENS BANK, HSBC BANK, as gamishee(s).

(Specifically describe property)

And to notify the garnishee(s) that:

(a) an attackment has been issued:

(b) except as provided in paragraph (c), the genishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) the attachment shall not include.

the first \$10,000,00 of each account of the defendant with a bank or other financial institution containing any funds that are deposited electronically on a recurring basis and are identified as being finds, which upon deposit, are exempt from execution, levy, or attachment under Ponnsylvania or Federal law.

# 8/ 9

- (ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000,00 at any time if all funds are deposited electronically in a recurring basis and are identified as being funds, which upon deposit, are exempt from execution, levy, or attachment under Pennsylvania, or Federal law.
- (iii) Any funds in the account of the defendant with a bank account or other financial institution that total \$300,00 or less. If multiple accounts are attached, a total of \$30000 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. §8123.
- (d) if property of the defendant not levied upon and subject to attachment it found in the possession of unyone other than a named garnishee, you are directed to notify such person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$11,985,719.32

INTEREST FROM May 14, 2019; \$5,910.77

COSTS TO BE ADDED: \$173,12

Total: \$11,991,803.21

ERIC FEDER

Director, Office of Judicial Records

By:	
	Cilant

Date:



06-28-19:10:42ALD PNC 1800 MARKET ST

/\$154585~1194

# 8/ 9

Office for Judicilya amourde

COURT OF COMMON PLEAS

COMPLETE BUSINESS SOLUTIONS GROUP, INC.: PHILADELPHIA COUNTY

Plaintiff

Defendant(s)

: COURT OF COMMON PLEAS

vs.

HMC INCORPORATED

and

KARA DIPIETRO

May Term, 2019 No. 001349

: Case ID No. 190501349

WRIT OF EXECUTION

Real Debt: \$11,985,719.32

Interest from May 14, 2019; \$5,910,77

COSTS PAID (Office of Judicial Records): \$173.12

Sheriff:

Sideutory

Costs Due (Office of Judicial Records);

Total: \$11,991,803,21

Brian H. Smith, Esquire

Anomey 1.D. No.: 47106 20 N. 3<sup>id</sup> Street

Philudelphia, PA 19106

Telephone: (215) 987-3671 Auorney for Plaintiff
Case ID: 190501349

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# Exhibit 5

CT TN32 I SM-3			Debi	Debtor: HMC INCORPORATED; D/B/A KARA DIPIETRO	PORATED; D/B,	A KARA DIPIET	RO	
	Date of E-mail:	5/10/2019	5/20/2019	5/21/2019	5/22/2019	6/12/2019	6/21/2019	TOTAL TO
Value in letter: "Notice of Assignment and Lien"	Value in letter: ment and Lien"	11,925,053,45 First Notice	11,925,053,45 First Notice	11,925,053.45 First Notice	11,925,053,45 First Notice	11,925,054.45 First Notice	11,925,055.45 First Notice	6/21/2019
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A&M SUPPLY CORPORATION		1	-i (		<b>⊣</b> (		ກຸດ	. 5
AHP CONSTRUCTION LLC		20 m	7		7		×o ·	2
ARCHITECTURE INCORPORTATED			ਜ.		<b>1</b> /4		Ŋ	∞
ARMADA HOFFLER CONSTRUCTION			स्त		74		11	14
BLUE BOTTLE UNION STATION		26	Ħ		រហ		7	33
BIMG METALS, INC			8.		2		14	18
BRIDGEWATER COLLEGE		12	7		7		10	26
D.F. HARVFY BUILDERS		11	· <del>ç-1</del>		7		7	27
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EILEEN & MARC WELLER		14	ᆏ		m		<b>⊗</b>	26
FCL BUILDERS		23	स्न					24
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M&T BANK STADIUM		14						14
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PARADISE DESIGN		12		7				29
POTOMAC CONSTRUCTION SERVICES	ES	20	2		m		Ó	똤
PRINCE GEORGE'S COUNTY CIRCUT COURT	COURT	12	स्त	7	7			17
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From: Dan Ring [mailto:DRing@parfunding.com]

Sent: Tuesday, May 28, 2019 9:07 AM

To: Krakowsky, Joshua S. Cc: John P. Hartley Subject: HMC

Josh; Hope you had a nice holiday weekend. I wanted to shoot a proposal out to you this morning to get this resolved. There is a little over 3.3 mil due and owing on the amount funded to HMC. This does not appear to be in dispute. Would your client be willing to return 1.1 mil/month starting in mid June (payments in June, July and August).? These payments can be made weekly in equal increments. We will stop any and all garnishment/collection activity today and let the dust settle before the first payments would be due. By the end of the summer this will be complete and everyone can move on; our clients have no need to contact each other ever again.

Let me know your thoughts and get back to me. We can look for repayments to start June 14.

Thanks, let me know,

Dan

Daniel Ring General Counsel

22 N. 3<sup>rd</sup> Street

Philadelphia, PA 19106 Office: 267-540-8126 <u>dring@parfunding.com</u>

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Ring, Daniel P.

Browse the Rules that govern

allorneys.

Public Information

FILE A COMPLAINT

Attorney ID: 79110

File a complaint against un attorney.

Current Status: Administrative Suspension

FIND AN ATTORNEY

Date of Admission: 1/6/1997

Look up an

attorney's contact

information and

Other Organization:

Law Firm:

disciplinary history.

Address: 213 SUTTER LN

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PLYMOUTH MEETING Pennsylvania 19462

Scarch Supreme Court and

Country: United States

Disciplinary Board

Telephone: (610) 322-7252

Opinions.

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Policy Information

Policy Number:

6600486824

Policy Type:

TERM LIFE INSURANCE POLICY

Product Name:

N/A

Policy Date:

JUN 12 2018

Financial Details

Face/Cash Amount:

\$3,500,000.00

Paid to Date:

DEC 12 2018

Premiums/Billing

Last Premium Deposit Date:

NOV 12 2018

Annual Premium (next 12 months):

\$7,625.00

Modal Premium Amount:

\$655,75

Payment Frequency:

MONTHLY

Payment Method:

PRE-AUTHORIZED CHECK

Bank Routing Number:

054001725

7190 Oakland Mills Rd #10 Columbia, MD 21046 410-309-0729 3620 Grand View Blvd. Los Angeles, CA 90066 424-248-0482

www.hmcincorporated.com





Relationships	
Owner:	KARA ANNE DIPIETRO
Insured:	KARA ANNE DIPIETRO
Trustée:	GERALD J DZUREK
Beneficiary/Payee:	COMPLETE BUSINESS SOLUTIONS GROUP INC D/B/A PAR FUNDING
Servicing Agent Information:	7028582654
Servicing Agent Name:	NATTINAN WANDEEVONG
Servicing Agent Address:	8174 MINOTS LEDGE AVE., LAS VEGAS, NV 89147
Servicing Agency:	AXIANTA FINANCIAL PARTNERS
Addresses	
Owner/Insured: KARA A DIPIETRO 1836 LANDRAKE RO TOWSO	ON, MD 21204-1824 USA

Beneficiary/Payee: COMPLETE BUSINESS SOLUTIONS GROUP INC d/b/a/PAR FUNDING

Trustee:

20 N 3RD ST PHILADELPHIA, PA 19106 U5A

6240 W 3RD STREET LOS ANGELES, CA 90036 USA

7190 Oakland Mills Rd #10 Columbia, MD 21046 410-309-0729 3620 Grand View Blvd. Los Angeles, CA 90066 424-248-0482

www.hmcincerporated.com

GERALD J DZUREK 8174 MINOTS LEDGE AVE LAS VEGAS, NV 89147 USA

DATE	CBSG DAILY ACH DEBIT AMOUNTS		DAILY PMT CONTRACT		LY PAYMENT 1% INCOME
02/28/2019	4,583.00	5	4,583.00	\$	523.78
63/01/2019	4,863.00	\$	4,583.00	\$	523.78
93/04/2019	4,583.00	s	4,553.00	S	523,78
03/05/2019	4,583.00	s	4,583,00	S	523.78
03/06/2019	4,583.00	\$	4,583.00	ş	523,78
03/07/2019	4,583,00	\$	4,583.00	\$	523,78
03/08/2019	4,583.00	\$	4,503,00	8	623,76
03/11/2019	4,583.00	\$	4,583.00	5	523,76
03/12/2019	4,583,00	\$	4,583,00	5	523,78
03/14/2019	7,719,00	\$	4,683.00	\$	523.78
03/15/2019	7,719.00	Ş	4,583,00	š	523,78
03/16/2019	7,719.00	s	4,583.00	5	523.78
03/19/2019	7,719.00	5	4,583.00	Š	523.76
03/20/2019	7,719.00	\$	4,583.00	\$	523,78
03/20/2019	7,719.00	š	4,583.00	S	523,78
03/21/2019	9,895.00	\$	4,583.00	ş	623.78
93/22/2019	9,995.00	\$	4,583,00	5	523,78
03/25/2019	9,995.00	\$	4,583.60	\$	523.78
03/26/2019	9.995,00	\$	4,583.00	\$	523.78
03/27/2019	9,995,00	\$	4,583.00	\$	523,78
03/28/2019	12,495.00	\$	4,583.00	\$	523.78
03/29/2019	12,495.00	\$	4,583.00	\$	523.78
04/01/2019	12,495.00	\$	4,583,00	\$	523.78
04/02/2019	12,495,00	5	4,583.00	\$	523.78
04/03/2019	12,495,00	\$	4,583.00	\$	523.78
04/04/2019	12,495,00	\$	4,583.00	\$	523.78
04/05/2019	12,495.00	\$	4,583.60	ş.	523.78
04/08/2019	14,995.00	S	4,583.00	s	523.78
04/09/2019	14,995.00	\$	4,583.00	\$	523.76
04/10/2019	14,895,00	\$	4,583.00	\$	523.78
04/12/2019	14,995.00	3	4,583.00	\$	523.78
04/12/2019	14,985.00	\$	4,58,3.00	\$	523.78
04/16/2019	19,995.00	S	4,563.00	\$	523.78
04/16/2019	19,995.00	\$	4,583.00	\$	523,78
04/17/2019	19,895.00	5	4,583,00	5	523,78
04/18/2019	19,995,00	\$	4,583.00	\$	523.78
04/19/2019	19,995.00	5	4,583,00	\$	523,78
04/22/2019	19,995.00	\$	4,583.00	\$	523.78
04/23/2019	19,995.00	\$	4,583.00	\$	523,78
04/24/2019	19,995.00	S	4,580.00	\$	523.78
04/25/2019	19,985.00	3	4,583.00	\$	523.78
04/26/2019	19,995.00	\$	4,583,00	\$	523 76
04/29/2019	19,995.00	\$	4,583.00	\$	523.76
04/30/2019	19,995.00	3	4,583,00	5	523,78
05/01/2019	19,995.00	\$	4,583.00	5	523,70
05/02/2019	19,995.00	S	4.583.00	\$	523.78
05/03/2019	19,995,00	S	4,583.00	2	523,78
L	599,901,00	\$	215,401.00	\$	24,617,56

20/2019	2/20	\$3.35MIL   CONTRACT DETAILS   DATED 2
2/28/201		CONTRACT DATE
\$ 3,39 <b>0</b> ,000.0	\$	CONTRACT AMOUNT
4,593.0	\$	DAILY PAYMENT STATED IN CONTRACT
10		INCOME PAYMENT OPTION SPECIFIED %
9,027.7	s	HMC'S AVERAGE DAILY REVENUE
(3,790,0	\$	HMC'S AVERAGE DAILY EXPENSES
5,237.70	s	HMC'S AVERAGE DAILY INCOME
523,71	s	10% OF AVERAGE DAILY INCOME
599,901,00		AMOUNT CBSG DEBITED
***************************************	Š	DAILY PAYMENT AMOUNT STATED IN CONTRACT
24,617.56	\$	DAILY PAYMENT AMOUNT 10% OF INCOME
384,500,00	\$	AMOUNT TAKEN OVER DAILY CONTRACT PINT
	2	AMOUNT TAKEN OVER 10% INCOME PAYMENT

	DRAW SCHEDULE		
***************************************	DATE OF ADVANCE   AGE AT DEFAULT	T	AMOUNT
2/28/2010	I 18 DAYS	¥	544,500.00
3/07/2019	39 DAYS	ş	342,750.00
3/14/2019	1 36 DAYS	3	342,750.00
3/21/2019	1 20 DAYS	5	342,750.00
3/28/2019	24 0AYS	3	342,785,00
4/05/2010	I TRIDAYS	\$	342,750.08
4/12/2019	1 13 DAYS	2	342,750.00
4/22/2019	7 DAYS	15	342,759.00
5/01/2019	[ 2 DAYS	\$	342,750.00

197202016   S	DATE		SG DARLY ACH BIT AMOUNTS	<u> </u>	DAILY PMT CONTRACT		Y PAYMENT
127267016   S	12/20/2016	<del> </del>		5			873.78
127270016   \$ 1,500.00   \$ 3,000.00   \$ 52271   \$ 127270018   \$ 3,500.00   \$ 3,200.00   \$ 52271   \$ 127270018   \$ 3,500.00   \$ 3,200.00   \$ 5,2271   \$ 12727018   \$ 3,500.00   \$ 3,200.00   \$ 5,2271   \$ 12727018   \$ 3,500.00   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 3,237.00   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 3,237.00   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 12727019   \$ 12727019   \$ 3,500.00   \$ 3,500.00   \$ 5,2271   \$ 12727019   \$ 12727019   \$ 12727019   \$ 127270		************		goom			NAMES OF TAXABLE PARTY.
1927/2018   S. 3,500.00   S. 3,500.00   S. 5227/1   12211/2018   S. 3,500.00   S. 3,500.00   S. 5227/1   12211/2019   S. 1,500.00   S. 3		13-		13			
1221/1016   S	12/27/2018	13	3,500.00	Īŝ	3,500.60	\$	523.78
1226/2019   S	Angus and a superior		3,500.00				523.71
March   S	I						
1472019   \$ 3,569.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 3,509.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 13,507.00   \$ 3,509.00   \$ 5227.7   1472019   \$ 12,337.00   \$ 3,509.00   \$ 5227.7							523.78
1432/019   S		3	3,609.00	3	3,500.60	5	523,76
1400/2019   S				1.5			
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				š		***********	523.78
1716/2019   S						Addition of the last	523.74
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11172019   S		4				<u> </u>	
				<b>}</b>			523,78
1/23/2019   \$							523.76
				l			
1/25/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 14,525.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 14,525.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 14,525.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 14,525.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 14,525.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 16,719.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 16,719.00   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 16,719.40   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 16,719.40   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 16,719.40   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 16,719.40   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 16,719.40   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19,179.41   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19,179.41   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19,179.41   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19,179.41   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19,179.41   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19,179.41   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19,179.41   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19,179.41   \$ 3,500.00   \$ 523.76   \$ 1/29/2019   \$ 19		**********		******			523.78
				Š	3,500,00	\$	523.78
1930/2019   \$ 12,337.00   \$ 3,500.00   \$ 523.76			12,337.00				523.78
2017/2019   \$ 12,337.00   \$ 3,509.00   \$ 523.76			12,337.00			········	
20172019   S			12,557.00	ţ			523,70
2446019   S	2/1/2019		12,337.00	Š	3,500,00	Ş	823,76
2672019   S			12,337.00				673.78 673.78
2019/2019   S							
2017/2019   S				*******	3,510 00		\$23,78
2019/2019   S	~~~~		12,337,00				523.78
2713/2019   \$ 12,37.00   \$ 3,500.00   \$ 523.76							
### ### ### ### ### ### ### ### ### ##	COLUMN TO THE REAL PROPERTY OF THE PARTY OF			3			523.78
2/16/2019   S	2/14/2019	3	12,337.00		3,500.00	Ş.	923.78
2720/2019   \$ 14.525.00   \$ 3.500.00   \$ 523.76   2721/2019   \$ 14.525.00   \$ 3.500.00   \$ 523.76   2725/2019   \$ 16.713.00   \$ 3.500.00   \$ 523.76   2725/2019   \$ 16.713.00   \$ 3.500.00   \$ 523.76   2725/2019   \$ 16.713.00   \$ 3.500.00   \$ 523.76   2725/2019   \$ 16.713.00   \$ 3.500.00   \$ 523.76   2726/2019   \$ 16.713.00   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523.76   2726/2019   \$ 19.779.43   \$ 3.500.00   \$ 523							523 76
2017/2019   \$   14,255.00   \$   3,590.00   \$   523.76		i					
		******				·	523,78
	2/22/7019	S	15,713.00	3	3,500.00	3	523.78
277172019   S							
\$222019	AND THE PROPERTY OF THE PARTY O	·					523.76
SMI/2019   S	2/28/2019	3	19,179,43	3	3,500.00		523.78
Disposition   S							
\$\frac{95}{2019}							523.78
\$\frac{\text{3}}{\text{2}}\text{2}\text{1}{\text{2}} \begin{array}{c} \$    \text{3}                                                                                                                                                                                                                                                                                                                                     \	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	THE REAL PROPERTY.	(9,179,43	5	3,500.00	3	523.78
97172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 37172019 \$ 19,179.43 \$ 3,500.00 \$ 523		\$		3			523.78
3/13/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/13/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/13/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     3/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19,179,43   \$ 3,500,00   \$ 523,76     4/14/2019   \$ 19							
9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 9/19/2019 \$ 19,179.43 \$ 3,500.							523.78
2016/2019   S	3/13/2019	\$	19,179,43		3,500.00		
	CONTRACTOR OF THE PARTY OF THE						
919/2019         S         10,179.43         S         3,500.00         S         523.76           3/200/013         10,179.43         S         3,500.00         S         523.76           3/200/019         5         19,179.43         S         3,500.00         S         523.76           3/20/2019         S         19,179.43         S         3,500.00         S         523.78           4/1/2018         S         19,179.43         S         3,500.00         S         523.78           4/1/2019         S         19,179.43         S         3,500.00         S         523.78           4/1/2019         S         19,179.43							523,78
1921/2019   S		5	19,179 43	5	3,500.00	3	523.78
3/2/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.76           3/2/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.76           3/2/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.76           3/2/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           3/2/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           3/2/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           3/2/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/2019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4/1/20209         \$ 19,179.43         \$ 3,500.00         \$ 523.78     <						****	
3052019         \$ 16,179.43         \$ 3,500.00         \$ 523.78           3026009         \$ 19,179.43         \$ 3,500.00         \$ 523.78           3026009         \$ 19,179.43         \$ 3,500.00         \$ 523.78           3026009         \$ 19,179.43         \$ 3,500.00         \$ 523.78           3026009         \$ 19,179.43         \$ 3,600.00         \$ 523.78           30797016         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4472019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4472019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4472019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4472019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4472019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4472019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4472019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           4472019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           417102019         \$ 19,179.43         \$ 3,500.00         \$ 523.78           417102019         \$ 19,179.43         \$ 3,500.00         \$ 523.78 <tr< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr<>							
3/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 3/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 3/26/2019 \$ 19,179.43 \$ 3,600.00 \$ 523.76 3/26/2019 \$ 19,179.43 \$ 3,600.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/26/2019 \$ 19,179.43 \$ 3,500.							523,78
3/29/2019   S	3/26/2019	\$	19,179,43	S	3,500.00	\$	523,78
\$\frac{3799.016}{4172019}\$\$ \begin{array}{c} array					COLUMN TO SERVICE DE LA COLUMN TO SERVICE DESTRUCTURA DE LA COLUMN TO SERVICE	\$	
41/2019         S         19,79.43         S         3,500.00         S         523.78           4/27/2019         S         19,179.43         S         3,500.00         S         523.78           4/37/2019         S							523.78
4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/2019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500.00 \$ 523.70 4/1/202019 \$ 19,179.43 \$ 3,500	4/1/2019	5	19,179.43	Š	3,500 00	\$	523.78
4472019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 45872019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 46872019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 46872019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 476472010 \$ 19,179.43 \$ 3,500.00 \$ 523.76 476472019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471472019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471472019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 471572019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$ 523.76 472372019 \$ 19,179.43 \$ 3,500.00 \$	***************						- \$23.78
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4/8/2019         S         19,179,43         S         3,500,00         S         523.76           4/8/2019         S         19,179,43         S         3,506,00         S         523.76           4/10/2019         S         19,179,43         S         3,500,00         S         523.76           4/11/2019         S         19,179,43         S         3,500,00         S         523.76           4/11/2019         S         19,179,43         S         3,500,00         S         523.78           4/12/2019         S         19,179,43         S         3,500,00         S         523.78           4/22/2019         S         19,179,43         S         3,500,00         S         523.78           4/22/2019         S <td< td=""><td></td><td></td><td></td><td></td><td></td><td>\$</td><td>523.78</td></td<>						\$	523.78
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4/28/2019         3         79,479,43         \$         3,500,00         \$         523.76           4/29/2019         5         19,479,43         \$         3,500,00         \$         523.78           4/29/2019         5         19,479,43         \$         3,500,00         \$         523.78           4/29/2019         5         19,179,43         \$         3,500,00         \$         523.78           5/1/2019         5         19,179,43         \$         3,500,00         \$         523.78           5/1/2019         3         19,179,43         \$         3,500,00         \$         523.78           5/1/2019         3         19,179,43         \$         3,500,00         \$         523.78           5/1/2019         3         19,179,43         \$         3,500,00         \$         527.76           5/1/2019         3         19,179,43         \$         3,500,00         \$         527.76           5/1/2019         3         19,179,43         \$         3,500,00         \$         527.76           5/1/2019         3         19,179,43         \$         3,500,00         \$         523.78           5/1/2019         5         19,17				Š			
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CONTRACT DATE	3	12/19/2016
CONTRACT AMOUNT	سيسخ	3,600,000.00
DAILY PAYMENT STATED IN CONTRACT	mu	3,500.00
INCOME PAYMENT OFTION SPECIFIED X	days were	105
HMC'S AVERAGE DARY REVENUE	13	9,027.76
HMC'S AVERAGE DAILY EXPENSES	15	(3,790,00
HMC'S AVERAGE DAILY INCOME	13	5,237.78
10% OF AVERAGE DAILY INCOME	1	523.78
AMOUNT CBSG DEBITED	7\$	1,341,602,50
DAILY PAYMENT AMOUNT STATED IN CONTRACT	T\$	332,500.00
DAILY PAYMENT ASSOUNT 10% OF INCOME	15	49,750 89
AMOUNT TAKEN OVER DARLY CONTRACT PMT	s	1,009,102,59
AMOUNT TAKEN OVER 10% INDOME PAYMENT	1	1,291,643.61

DHAW SCHEDULE		
DATE OF ADVANCE   AGE AT DEFAULT		AMOUNT
12/19/2016   90 CAYS	5	630,500.93
BINDYZDIS   BI DAYS	S	\$50,000.00
01/10/2019   77 DAYS	\$	350,000.00
91/18/2019   71 DAYS	Ş	359,000.00
01/24/2019   68 DAYS	5	350,000 00
01/31/2019   63 DAYS	S	350,000 (8)
92/69/2019   57 DAYS	5	350,000.00
02/14/2018   53 DAYS	S	350,000.00
02/21/2019   49 OAYS	3	250,000.00
82/35/2010   46 DAYS	18	340,000.00

#### COMPLETE BUSINESS SOLUTIONS GROUP

22 N 3<sup>rd</sup> Street - Philadelphia - Pennxylvania 19106 215-253-4139 - <u>legaldepartmentalpartinalins.com</u>

#### NOTICE OF ASSIGNMENT & LIEN FIRST NOTICE

RE: HMC INCORPORATED; D/B/A KARA DIPIETRO

Dear Sir or Madam:

This notice is being sent you because Bridgewater College and/or its parent or subsidiary entity(ies) is an account debtor of HMC INCORPORATED; D/B/A KARA DIPIETRO ("Merchant"), located at 7190 Oakland Mills RD #10, Columbia, MD 21046, and under Section 9-406 of the Uniform Commercial Code.

Merchant has defaulted on a secured merchant agreement between Merchant and CBSG (the "Agreement"). Under the Agreement, CBSG bought from the Merchant and paid for certain of the Merchant's accounts-receivable (collectively, the "Receivables"), making CBSG the owner of the Receivables. The balance currently due and owing to CBSG under the Agreement is \$11,925,053.45.

In addition to the buying the Receivables, and in accordance with the Agreement, CBSG filed a UCC-1 financing statement with the Secretary of State of Maryland. A copy of the UCC-1 is attached for your reference.

To emphasize, Bridgewater College has made payments to Merchant, representing the Receivables CBSG bought from Merchant. While it is understood that Bridgewater College had an agreement with Merchant and not with CBSG, this letter nonetheless is being sent to instruct Bridgewater College, in accordance with the Agreement and with UCC 9-406, to hold in reserve all fonds payable to Merchant and forward them to CBSG.

Please comply with the above immediately. If you have any questions, please contact me at 215-253-4139 or legaldepartment@partment@partment@partment.

Very truly yours,

· Brighist Lamb ·

Brighid Lamb, Legal & Collections Coordinator

<sup>• &</sup>lt;u>Seller/Merchant hereby sells</u>, assigns and transfers to CBSG (making CBSG the absolute owner) in consideration of the funds provided (<u>\*Purchase Price\*</u>) specified below, all of Seller/Merchant's future receipts, accounts, contact rights, and obligations due to Seller/Merchant that arise from or relate to the payment of monies to Seller/Merchant from Seller/Merchant's customers and/or other third party payers (collectively the "<u>Receipts</u>" defined as all payments made by eash, check, credit or debit card, electronic transfer or other form of monetary payment in the ordinary course of Seller/Merchant's business) until such time as the "<u>Receipts Purchased Amount (RPA)"</u> has been delivered by Seller/Merchant to CBSG.

UCC-1													
		Z											
		TAXATION											
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS		18 83	99 25	m N	3	2018	Sign of	53 52,	~	\$25,00	80.00	\$25.00	5984522
A, NAME 8 PHONE OF CONTACT AT FILER (optional)  JAMIE MCELHONE 2159222636		INT.		/31/202	? ; ;	7/33/2018	10:22			\$2	vi-	52	2598
B. E-MAIL CONTACT AT FILER (optional)		ASSESSMENT	Ö	07/33	;	***						i	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)			22000	< >							 10		
COMPLETE BUSINESS SOLUTIONS GROUP		Ö	707-	Date				ដូ	Count	95 63 63 154	0 U		-it
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1 DEBTOR'S NAME: Provide only sale Debtor name (1a or 1b) (use exact, full			n appie	viate o	ny par	t of th	e Cebl	er'a n	anic);	il ony s	rant of the In	disidual	Gebiot's
12. ORGANIZATIONE NAME	the ladividual Debte	ii inform	Mion in	ilem 10	) of the	e Pirra	meng :	States	nent A	cdenou	ım (Form Lit	;(3A0)	
OR TE INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME			*****		AODITI	IONA:	. NAN	E(S)AN	itiac(s)	SUFI	ìX
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7190 OAKLAND MILLS RD #10	COLUMBIA  name; do riot antit, modify, or abbreviate any part of						MD		104			US	
OR 20, INDIVIOUAL'S SURNAME DIPIETRO	FIRST PERSONA KARA	L NAME			21.22.20.00.sa						IITIAL(S)	403	
2c. MALING ADDRESS 1836 LANDRAKE RD	CHY TOWSON						MD 21204					US	
3. SECURED PARTY'S NAME FOR NAME OF ASSIGNEE OF ASSIGNED SECURIORS HAVE COMPLETE BUSINESS SOLUTIONS GROOM	OUP		egg Se	essed l	Party i								
OK 36 INDIVIDUAL'S SURNAME	FINST PERSONA	L NAME					ITIOGA	ONVE	, 19AM	e(2)/08	HTIAI (\$)	SUFF	ŧΧ
te Maling appress 22 N 3RD STREET	PHILADELE	PHIA				- 1	STATE PA	- 1	910	CÖDD K	***************************************	CON	
4 COLLATERAL: This financing statement covers the following constitute:	1 merasee.	11171	***************************************				, , ,			••		100	······································
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The state of the s	Consignee/Consign		<del></del>	eller/B	vyer		***************************************	miee/			Y	see/Lice	กลัยก
OPYIONAL FILER REFERENCE DATA													

#### Exhibit A Collateral:

The collateral includes the following property that borrower now owns or shall acquire or create immediately upon the acquisition or creation thereof: (i) any of all amounts owing to borrower not or in the future from any merchant processor(s) processing charges made by customers of Borrower via credit card or debit card transactions and (ii) all other tangible and intangible personal property, including, but not limited to (a) inventory, (b) equipment, (c) investment property, including certificated and uncertified securities, securities accounts, security entitlements, commodity contracts and commodity accounts, (d) instruments, including promissory notes (e) chattel paper, including tangible chattel paper and electronic chattel paper, (f) documents, (g) letter of credit rights, (h) accounts, including health-care insurance receivables (i) deposit accounts, (j) commercial tort claims, (k) general tangibles, including payment intangibles and software and (I) as extracted collateral as such terms may from time to time be define in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto.